

STATE OF MARYLAND  
NOTICE TO VENDORS/CONTRACTORS

To help us improve the quality of State solicitations, and make our procurement process more responsive and "business friendly", we ask that you take a few minutes to complete this form. Please return your comments via fax or email to the Issuing Office (Section 1.2) with your bid, proposal or "no bid", as the case may be. Thank you for your assistance.

Bid/Proposal Number **FIA/DEEP-09-001-S** entitled **Disability Entitlement Eligibility Program**

I. If you are not bidding, please indicate why:

- ☐ Other commitments preclude our participation at this time.
- ☐ The subject of the Contract is not in our business line.
- ☐ We lack experience in the work / commodities required.
- ☐ The scope of work is beyond our current capacity.
- ☐ We cannot be competitive. (Please explain below.)
- ☐ The specifications are either unclear or too restrictive. (Please explain below.)
- ☐ Bid / proposal requirements, other than the specifications, are unreasonable or too risky. (Please explain below.)
- ☐ Time for completion is insufficient.
- ☐ Bonding/Insurance requirements are prohibitive. (Please explain below.)
- ☐ Doing business with Government is simply too complicated.
- ☐ Prior experience with State of Maryland Contracts was unprofitable or otherwise unsatisfactory. Please explain in Remarks section.
- ☐ Other: \_\_\_\_\_

II. Please explain your response further, offer suggestions, or express concerns. (Use the back for additional information.)

REMARKS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

OPTIONAL

Vendor Name: \_\_\_\_\_ Date: \_\_\_\_\_  
Contact : \_\_\_\_\_ Phone: \_\_\_\_\_  
Address or email: \_\_\_\_\_

**THANK YOU!!!**

ADPICS NUMBER N00R9200234

STATE OF MARYLAND

Department of Human Services,  
Family Investment Administration  
Office of Programs

311 West Saratoga Street  
Baltimore, MD 21201

REQUEST FOR PROPOSALS (RFP)

FOR

MANAGEMENT SERVICES FOR THE  
DISABILITY ENTITLEMENT ELIGIBILITY PROGRAM (DEEP)  
DHR AGENCY CONTROL NUMBER: FIA/DEEP-09-001-S

**IMPORTANT NOTICE:** *Prospective Offerors who have received this document electronically via eMaryland Marketplace or the DHR Web Page should immediately contact the Issuing Office and provide their name, mailing address, and e-mail address in order that communications regarding this RFP can be sent to them. Any prospective Offeror who fails to notify the Issuing Office with this information assumes complete responsibility in the event that they do not receive communications from the Issuing Office prior to the closing date.*

*In order to receive a contract award, a vendor must be registered on eMaryland Marketplace (eMM). The eMM website is [www.eMarylandMarketplace.com](http://www.eMarylandMarketplace.com).*

**The State of Maryland encourages Minority Business Enterprises to participate in this procurement process.**

Issued: (11/17/2008)

## TABLE OF CONTENTS

<b>Section I</b>	<b>Objective of Request for Proposals</b>
1.1	Summary Statement
1.2	Issuing Office
1.3	Pre-Proposal Conference
1.4	Questions and Inquiries
1.5	Closing Date
1.6	Duration of Proposal Offer
1.7	State Project Manager
1.8	Glossary of Terminology, Abbreviations and Acronyms
<b>Section II</b>	<b>General Information</b>
2.1	Purpose
2.2	Revisions to the RFP
2.3	Cancellation of the RFP
2.4	Acceptance of Proposal and Terms and Conditions
2.5	Additional Information
2.6	Incurred Expenses
2.7	Economy of Preparation
2.8	Alternate Proposals
2.9	Multiple Proposals
2.10	Contract Term
2.11	Multi-Year Contract
2.12	Variations In Estimated Quantities
2.13	Bid/Proposal Affidavit
2.14	Corporate Registration
2.15	Contract Affidavit
2.16	Public Information Act Notice
2.17	Contractor's Responsibilities
2.18	Document Ownership
2.19	General Contractual Conditions
2.20	Payment Terms/Billing
2.21	Reduction or Withholding of Invoice Payment
2.22	<i>e-Maryland Marketplace</i> Registration
2.23	Electronic Funds Transfer
2.24	Contract Award
2.25	Compliance with Law
2.26	Protests
2.27	Minority Business Enterprises
2.28	Minority Business Enterprise Reporting
2.29	Minority Business Enterprise Participation
2.30	Minority Business Enterprise Participation Goal(s) and Sub-Goal(s)

2.31	Minority Business Enterprise Participation Requirements
2.32	Certification Regarding Lobbying
2.33	Oral Presentations
2.34	Non-Profit Affirmation
2.35	Living Wage Requirements
2.36	Insurance Requirements
2.37	Hiring Agreement
2.38	Confidentiality
2.39	False Statements
2.40	Non-Visual Access

### **Section III                      Specifications**

3.1	Background
3.2	Scope of the Project
3.3	Objectives
3.4	Requirements
3.5	Transition Responsibilities
3.6	Deliverables
3.7	Contractor's Project Manager
3.8	Post Award Orientation Conference

### **Section IV                      Requirements for Proposal Preparation**

4.1	Transmittal Letter
4.2	Two Volume Submission
4.3	Volume I-Technical
4.4	Volume II-Financial

### **Section V                      Evaluation Procedures**

5.1	Evaluation Committee
5.2	Reciprocal Preferences
5.3	Qualifying Proposals
5.4	Technical Evaluation
5.5	Criteria for Technical Evaluation
5.6	Financial Evaluation
5.7	Best and Final Offers
5.8	Debriefing of Unsuccessful Offerors
5.9	Final Evaluation and Recommendation for Award

### **Section VI                      Appendices**

Attachment A	Pricing Proposal
Attachment B	Bid/Proposal Affidavit

Attachment C	Contract Affidavit
Attachment D	Contract Sample
Attachment E	Electronic Funds Transfer Form
Attachment F	Minority Business Enterprise Report
Attachment G	Certified MBE Utilization and Fair Solicitation Affidavit
Attachment H	MBE Participation Schedule
Attachment I	Outreach Efforts Compliance
Attachment J	Subcontractor Project Participation Statement
Attachment K	Prime Contractor Unpaid MBE Invoice Report
Attachment L	Subcontractor Payment Report
Attachment M	MBE Waiver Request Form
Attachment N	MBE Unavailability Certificate
Attachment O	Certification Regarding Lobbying
Attachment P	Minority Managed Non-Profit Affirmation Form
Attachment Q	Living Wage: Affidavit of Agreement
Attachment R	Hiring Agreement
Attachment S	DHR Information Systems Security Handbook
Attachment T	Security Advisory Form
Attachment U-1	Furniture and Equipment Inventory
Attachment U-2	Computer Equipment Inventory
Attachment U-3	Intellectual Property Inventory
Attachment V	State of Maryland Holidays (2009 – 2011)

## SECTION I. OBJECTIVE OF REQUEST FOR PROPOSALS

### 1.1 Summary Statement

The Department of Human Resources' Family Investment Administration (FIA) intends to acquire Contractual services to operate the Disability Entitlement Eligibility Program (DEEP). This statewide Program assists applicants/recipients of Public Assistance to Adults (PAA), Temporary Disability Assistance Program (TDAP) and Temporary Cash Assistance (TCA), in applying and qualifying for Supplemental Security Income (SSI), and/or Social Security Disability Insurance (SSDI).

The Program's services include but are not limited to the following:

- Direct client contact;
- Tracking and monitoring of individuals' movement through the Social Security Administration's disability determination process;
- Filing of reconsiderations;
- Development of appeals and presentation at appeal hearings when individuals are denied SSI/SSDI benefits, and
- Overall project management and administration.

**The Contract resulting from this RFP will be awarded for a period of (5) years and approximately two (2) months effective May 1, 2009, or the date approved by the BPW, through June 30, 2014. Only one award is anticipated from this solicitation.**

### 1.2 Issuing Office

The sole point of contact in the State for purposes of this RFP is the issuing office presented below:

Procurement Officer – Elsa Singleton  
Maryland Department of Human Resources,  
311 W. Saratoga Street, Room 946  
Baltimore, Maryland 21201  
Voice Mail: (410) 767-7525  
Fax: (410) 333-0258  
Email: [esinglet@dhr.state.md.us](mailto:esinglet@dhr.state.md.us)

### 1.3 Pre-Proposal Conference

A Pre-Proposal Conference will be held on **12/4/2008** beginning at **10:00 A.M.** at Maryland Department of Human Resources Central Office, 311 W. Saratoga St, **Room 104**, Baltimore, Maryland 21201.

Attendance at the Pre-Proposal Conference is not mandatory, but all interested Offerors are encouraged to attend in order to facilitate better preparation of their Proposals. In addition, attendance may facilitate the Offeror's understanding and ability to meet the State's Minority Business Enterprise (MBE) goals.

In order to assure adequate seating and other accommodations at the Pre-Proposal Conference, it is requested that by **11/24/2008 at 3:00 P.M.**, all potential Offerors planning to attend call Elsa Singleton at (410) 767-7525 with such notice. In addition, if there is a need for sign language interpretation and/or other special accommodations due to a disability, DHR will make reasonable efforts to provide such special accommodation.

The Conference will be transcribed. A copy of the transcript of the Pre-Proposal Conference will be made available to potential Offerors at a nominal charge directly from the transcription company. The identity of the company and details of how to obtain a transcript copy will be provided at the Conference and to those prospective Offerors known to have received a copy of this RFP. In addition, as promptly as is feasible subsequent to the Conference, a summary of the Pre-Proposal Conference and all questions and answers known at that time will be distributed, free of charge, to all prospective Offerors known to have received a copy of this RFP.

#### **1.4 Questions and Inquiries**

Written questions from prospective Offerors will be accepted by the Procurement Officer prior to the pre-proposal conference. As practical and appropriate, the answers to these pre-submitted questions will be provided at the pre-proposal conference. Additional questions, both written and oral, will be accepted from the prospective Offerors attending the pre-proposal conference and will be answered at this conference or in a subsequent transmittal. (No substantive question will be answered prior to the pre-proposal conference.) Questions may be submitted by mail, facsimile, or preferably, by e-mail to the Procurement Officer. Answers to all substantive questions that have not previously been answered, will be distributed to all Offerors who are known to have received the RFP.

Should a potential Offeror identify alleged ambiguities in the specifications or Contract provisions included in the RFP, or should there be doubt as to the meaning or intent of any section or subsection herein, the potential Offeror must request clarification from the Procurement Officer prior to the Proposal due date.

#### **1.5 Closing Date**

An original, to be so identified, and (7) copies of the Technical Proposal and Financial Proposal (See Section IV) must arrive to the Procurement Officer by **1/6/2009 at 3:00 P.M.** in order to be considered. Offerors mailing Proposals should allow sufficient mail delivery time to insure timely receipt by the Procurement Officer. Proposals or unsolicited amendments to Proposals arriving after the closing time and date will not be considered.

## **1.6 Duration of Proposal Offer**

The content of this RFP and the Proposal of the successful Offeror will be included by reference in any resulting contract. All prices, costs, terms and conditions in the Proposal shall remain fixed and valid for 120 days after the closing date for receipt of Proposals or the date Best and Final Offers, if any, are submitted. This period may be extended by written mutual agreement between the Offeror and the requesting State organization.

## **1.7 State Project Manager**

The State Project Manager for this Contract is:

Phyllis Weisel, DEEP Administrator  
Family Investment Administration  
311 W. Saratoga Street, Room 733  
Baltimore, Maryland 21201  
Phone: (410) 767-8281  
Fax Number: (410) 333-6699  
E-Mail: [pweisel@dhr.state.md.us](mailto:pweisel@dhr.state.md.us)

This person will serve as the sole point of contact for the Contractor in regards to the contract resulting from this RFP.

## **1.8 Glossary of Terminology, Abbreviations and Acronyms**

### **Administrative Law Judge (ALJ)**

An official of the Social Security Administration's (SOCIAL SECURITY ADMINISTRATION) Office of Hearings and Appeals who is specially qualified by education and experience to hold hearings and make independent decisions regarding eligibility for SOCIAL SECURITY ADMINISTRATION programs based on all evidence and testimony. ALJs conduct impartial hearings and issue decisions to claimants who have appealed previous determinations by the SOCIAL SECURITY ADMINISTRATION.

### **Award**

The transmission by the procurement agency, after all required approvals have been obtained, of the executed Contract or written notice of award to the selected vendor.

### **Board of Public Works (BPW or "Board")**

Consists of the Governor, the State Treasurer and the State Comptroller. The Board must approve all State Contracts where the dollar amount is \$200,000.00 or greater.

### **Client Information System (CIS)**

CIS is a multi-tiered architecture. The middle tier supports a WebSphere Application Server housing Java based on-line business logic. It uses the AIX operating system and is also operated by IBMGS at their Gaithersburg Maryland site. The individual is Internet Explorer 5.5 through 7.0 and Microsoft WORD with a customized WORD document template (used for document



generation). Housed on an International Business Machines (IBM) ES 9000 mainframe computer operated by IBM Global Services (IBMGS) and operating under Multiple Virtual Storage/Extended System Architecture (MVS/ESA), the CIS currently links Child Support Enforcement Administration (CSEA), Family Investment Administration (FIA) and local Department of Social Services offices in all Maryland jurisdictions. Data communications are accomplished using Microsoft Host Integration Server gateways to provide virtual terminal sessions for communication with the mainframe. CIS is comprised of three component systems:

- **The Client Database (CDB)** – Provides demographic information on Temporary Assistance to Needy Families (TANF), Food Supplement Program (FSP), Medical Assistance (MA), Child Support Enforcement (CSE) and Foster Care (FC) cases.
- **The Clients' Automated Resources and Eligibility System (CARES)** – Supports eligibility determination and financial assistance for the TANF, FSP and FC programs and eligibility determination for the MA program and other cash assistance programs administered by the Department of Human Resources (DHR). CARES assists local department Case Managers and Family Investment Administration (FIA) management by providing detailed reports concerning workload, overdue actions and benefit reconciliations.
- **The Child Support Enforcement System (CSES)** – Used for tracking in-state and interstate case processing and account information and for generating data for federal reporting.

Currently, FIA equipment in local Department of Social Services offices and at FIA Central consists of IBM and DELL Pentium IV processing personal computers running Microsoft Windows 2000 and XP. Most FIA database, word processing and spreadsheet applications currently run under either Microsoft Office 2000, 2003 or 2007 software suites.

#### **Code of Federal Regulations (CFR)**

A codification of the general and permanent rules published in the Federal Registry by the Executive departments and agencies of the Federal government.

#### **Code of Maryland Regulations (COMAR)**

Published by the Maryland Secretary of State, Division of State Documents for implementing State law. Title 21 governs State procurement procedures. Title 07 governs all programs under the Department of Human Resources.

#### **Contract**

An agreement entered into by a procurement agency for the lease as lessee of real or personal property or the acquisition of supplies, services, construction, construction-related services, architectural services or engineering services. COMAR 21.01.02.01.B (25)(a).

#### **Contractor**

The company or organization awarded the Contract resulting from this Request for Proposals.

**Cost Avoidance**

The amount of money the State saves in benefits once disabled individuals receiving State benefits are awarded Supplementary Security Income (SSI) or Social Security Disability Insurance (SSDI). When disabled individuals qualify for federal disability benefits their State assistance is terminated. This allows State funds to be used for other programs or expenditures.

**Deliverable**

All services and time frames identified in Section III of this RFP.

**Department of Budget and Management (DBM)**

DBM's major responsibilities concern the budget of State government. They include budget development, supervision of budget execution, revenue estimating and coordination of State information processing. DBM ensures that current fiscal needs are met, strives for efficiency in State government and, through evaluation and study of economic conditions, makes plans to meet future needs. DBM is responsible for telecommunications, serves as the State's central Personnel agency, and is the principal procurement agency over DHR.

**Department of Human Resources (DHR or the "Department")**

As Maryland's fourth largest State agency, the Department serves families and individuals who, due to financial hardship, disability, age, chronic disease, or any other cause, need help in obtaining the basic necessities of food and shelter. Children in particular are the concern of day care, foster care, adoption, and protective services that also extend to vulnerable adults. DHR directs State programs for homeless persons, migrant workers, victims of crime and women who are displaced, battered or assaulted. The Department also administers federally funded programs such as Child Support, Family Investment, Food Supplement Program, and Medical Assistance.

**Disability Entitlement Eligibility Program (DEEP or Program)**

Serves individuals receiving benefits under Temporary Disability Assistance Program (TDAP) Temporary Cash Assistance (TCA) and Public Assistance to Adults (PAA). The Program assists them in qualifying for federal benefits, specifically Supplemental Security Income (SSI), and Social Security Disability Insurance (SSDI).

**DEEP Administrator**

The DEEP Administrator oversees all aspects of the Program, provides direction, and coordinates all activities between State and federal agencies and the Contractor.

**DEEP Database**

The DEEP Database is an electronic system utilized by DEEP staff for storing and managing medical and demographic information. This relational database, developed in Microsoft's Visual Basic and Standard Query Language (SQL), consists of a series of tables, queries, forms and reports for data input and storage. The DEEP Contractor is responsible for all Database maintenance, including all necessary system and computer program modification. However, the Contractor makes **no** changes or modifications to the Database without first discussing with and obtaining written approval from the Family Investment Administration for said changes or modifications.

**DEEP Program Manager**

The DEEP Program Manager develops all funding requests and is responsible to the DEEP Administrator for day-to-day Program operations and ensuring the receipt of all deliverables.

**Family Investment Administration (FIA or the “Administration”)**

Oversees programs that provide benefits, job readiness, job placement, and support services to eligible Maryland constituents. These services are offered through state and county funding agencies and the 24 local Departments of Social Services, and conform to the regulations of Title IV-A of the Social Security Act. These services benefit individuals receiving Temporary Disability Assistance Program (TDAP), Temporary Cash Assistance (TCA) and Public Assistance for Adults (PAA) benefits.

**Fully-Loaded Fixed Unit Price**

A firm fixed unit price inclusive of all services relating to this RFP that is not subject to adjustment.

**Health Insurance Portability and Accountability Act of 1996 (HIPAA)**

Public Law 101-191, the Health Insurance Portability and Accountability Act of 1996 (HIPAA). HIPAA was enacted by Congress in 1996 and became effective on July 1, 1997. Written into HIPAA and its implementing regulations are national standards regarding the security and privacy of health information, that apply to public and private health plans, health care clearinghouses, and health care service providers.

**Interim Assistance Reimbursement (IAR)**

A federal repayment to the State of benefits (PAA, TDAP or TCA) paid to individuals during the SSI application and appeals processes. Individuals applying for SSI sign an agreement with the local Department of Social Services that allows the State to recover benefits from the individual's initial lump sum payments.

**International Classifications of Diseases (ICD)**

Created to provide uniform diagnostic codes for medical reporting and billing. The ICD is published by the U.S. Department of Health and Human Services and approved by cooperating parties (American Hospital Association, American Health Information Management Association, Centers for Medicare and Medicaid Services and the National Center for Health Statistics).

**Key Personnel**

Key Personnel are considered essential to the work being performed under this RFP. The role or assignment of Key Personnel is based on the labor categories described in Section 3.4.2B.

**Local Department Case Managers (Case Managers)**

The Local Department Case Managers determine eligibility for social service programs administered by DHR. Based on face-to-face interviews and verification of information obtained during interviews, local department Case Managers refer disabled individuals who apply for or receive cash assistance to DEEP for assistance in applying for and receiving SSI/SSDI.

**Local Departments of Social Services (LDSS or DSS or Local Department)**

DHR administers social services programs in Maryland through the local Departments of Social

Services in the 24 local jurisdictions (Counties), including the Baltimore City Department of Social Services and the Montgomery County Department of Health and Human Services.

**LogonID**

A six-character alphanumeric code that, along with a user-selected password, allows a user to access components of Maryland's CIS and information in the Maryland Medicaid Information System (MMIS). Security staff in the Office of Technology for Human Services (OTHS) will assign a logonID to each qualified user after the user submits the required documents to OTHS through the FIA security monitor and satisfies CIS job classification criteria.

**Maryland Minority Business Enterprise (MBE)**

The State of Maryland instituted the Minority Business Enterprise Program (MBE) in 1978. The MBE Program is, by State law, a procurement provision of Title 21 of the State Procurement Regulations, which authorizes all State agencies to attempt to achieve a minimum 25% participation on all procurement and Contracting activity with MBE vendors that have been certified by the Maryland Department of Transportation (MDOT).

**Medical Review Team (MRT)**

The Medical Review Team consists of Maryland State certified physicians subcontracted by the DEEP Contractor to work with the State Review Team (SRT). These professionals evaluate medical documentation and make disability recommendations based on Social Security Administration SSI criteria.

**Notice to Proceed (NTP)**

Written notification from the DEEP Administrator to the Contractor to proceed, on a specific date, to begin DEEP service delivery statewide as the result of the completion of all transition-in activities.

**Office of Technology for Human Services (OTHS)**

Directs the computer and management information systems of DHR. OTHS is responsible for design, development, implementation and enhancement of computer programs used to maintain and track DHR individual data; computer applications and systems, computer and communication equipment, computer peripheral equipment, telephone systems and equipment, ancillary facility and support equipment.

**Proposal**

Proposal means the response by an Offeror to this Request for Proposals issued to obtain DEEP services.

**Public Assistance to Adults (PAA)**

This program provides cash assistance to disabled adults without dependent children. As a condition of eligibility, PAA individuals are required to apply for Supplemental Security Income (SSI).

**Recommendation of Contract Award**

A notice from the procurement officer to the selected Offeror of the intent by the procuring agency

to award the Contract pending obtaining all required approvals.

**Request for Proposals (RFP)**

This document (Agency ID #: FIA/DEEP-09-001-S), used for soliciting Proposals from Offerors under COMAR Title 21 State Procurement Regulations 21.05.03 to provide DEEP services.

**Social Security Disability Insurance (SSDI)**

In addition to retirement benefits, Title II of the Social Security Act provides for payment of disability benefits to individuals who are insured under the Act by virtue of tax payments to the Social Security trust fund. SSDI is also paid to certain disabled dependents of insured individuals.

**State Review Team (SRT)**

The interdisciplinary team within the FIA that determines whether an individual is disabled under SSI criteria. The State Review Team consists of physicians (including an ophthalmologist and a psychiatrist), disability specialists and clerks. The State Review Team uses the same criteria as the Social Security Administration for making disability determinations. The State Review Team is federally mandated under 42 CFR 435.541(f).

**Supplemental Security Income (SSI)**

Title XVI of the Social Security Act that provides for payment of benefits to individuals (including children under 18 years of age) who are disabled and have limited income or resources.

**Temporary Cash Assistance (TCA)**

A component of the Family Investment Program, TCA provides assistance to needy families with dependent children.

**Temporary Disability Assistance Program (TDAP)**

TDAP is a cash program that provides cash assistance to disabled Marylanders who do not meet the eligibility requirements for Federal cash assistance.

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## **SECTION II. GENERAL INFORMATION**

### **2.1 Purpose**

The overall purpose of this RFP is to provide information to Offerors interested in preparing and submitting Proposals to meet the requirements for contractual services described herein.

### **2.2 Revisions to the RFP**

If it becomes necessary to revise this RFP, amendments will be provided to all prospective Offerors who were sent this RFP or otherwise are known by the Procurement Officer to have obtained this RFP. Acknowledgment of the receipt of all amendments will be required from all Offerors receiving the RFP in the Transmittal Letter accompanying the Proposal. Failure to acknowledge receipt does not relieve the Offeror from complying with all terms of any such amendment.

### **2.3 Cancellation of the RFP**

The State may cancel this RFP, in whole or in part, whenever this action is determined to be fiscally advantageous to the State or otherwise in the State's best interest. If the RFP is canceled, a notice of cancellation will be provided to all prospective Offerors who were sent this RFP or otherwise are known by the Procurement Officer to have obtained this RFP.

### **2.4 Acceptance of Proposal and Terms and Conditions**

The State reserves the right to accept or reject any and all Proposals, in whole or in part, received in response to this RFP, or to waive or permit cure of minor irregularities if deemed to serve the best interests of the State of Maryland.

By submitting a Proposal in response to this RFP, an Offeror shall be deemed to have accepted all the terms, conditions, and requirements set forth in this RFP and all attachments thereto unless otherwise clearly noted and explained in its Proposal as an attachment to the transmittal letter as required in Section 4.1. A Proposal that takes exception to these terms may be rejected.

### **2.5 Additional Information**

Offerors who submit proposals may be required to provide additional information orally or in writing or to submit to a site inspection by State representatives in order to clarify or document their proposals.

### **2.6 Incurred Expenses**

The State will not be responsible for any costs incurred by any Offeror in preparing and submitting a Proposal in response to this RFP, including making an oral presentation, holding discussions,

making a presentation or conducting an on-site inspection. Any expenses incurred by State personnel or representatives for on-site inspections will be borne by DHR.

## **2.7 Economy of Preparation**

Proposals should be prepared simply and economically, providing a straightforward, concise description of the Offeror's proposal for meeting the requirements of this RFP. Oral, electronic mail or facsimile proposals will not be accepted.

## **2.8 Alternate Proposals**

An Offeror shall not submit an alternate Proposal in response to this RFP.

## **2.9 Multiple Proposals**

An Offeror shall not submit more than one Proposal in response to this RFP.

## **2.10 Contract Term**

The Contract awarded as a result of this RFP shall be for a period of five (5) years and approximately two (2) months. The approximate two (2) month period is the initial transition-in period of the Contract (see Section 3.5). It shall begin on or about **May 1, 2009** and end **June 30, 2014**. In the event that the Contract does not commence on **May 1, 2009**, the Contract shall be effective from the date it is approved by the Board of Public Works and continue in effect for the full (5) year and approximately two (2) month Contract period

## **2.11 Multi-Year Contract**

- A. The required services shall be provided for the entire (5) years and approximately two (2) month Contract period.
- B. This is an indefinite quantity fully loaded fixed unit price Contract. A Fully Loaded Fixed Unit Price shall be given for the services outlined in Section 2.20 (Payment Terms/Billing), and shall be inclusive of the direct and indirect costs associated with providing the services. The Fully Loaded Fixed Unit Price shall be the same throughout the entire Contract period except as provided on the Pricing Proposal (**Attachment A**).
- C. This multi-year Contract shall be cancelled automatically if funds are not appropriated or otherwise not made available to support continuation of performance in any fiscal period succeeding the first.
- D. The **DEEP Administrator or designee** shall notify the Contractor on a timely basis if funds are not available for the continuation of the Contract for each succeeding fiscal period.

## **2.12 Variations in Estimated Quantities**

The quantity of any of the required services in the Contract is an estimated quantity (**see**

**Attachment A, Columns A1, B1, C1, D1, and E1**). No equitable adjustments shall be permitted in favor of either the State or the Contractor in the event that the quantity of any of the required services in the Contract varies from the estimated quantity stated in the Contract.

**2.13 Bid/Proposal Affidavit**

The Bid/Proposal Affidavit (**Attachment B**), must be completed by all Offerors responding to this RFP and submitted with their Technical Proposal. This Affidavit includes commercial nondiscrimination, anti-bribery, non-collusion, debarment, and financial disclosure and political contribution disclosure affirmations.

**2.14 Corporate Registration**

All corporations doing business in Maryland are required by law to be registered with the State of Maryland, Department of Assessments and Taxation, Comptroller's Office as well as with the Department of Labor, Licensing and Regulation and must have a resident agent. The resident agent must be either an individual (not the corporation itself) with an address within the boundaries of Maryland or a corporation that represents other corporations as a resident agent.

Any potential Offeror who is not sure of resident/foreign corporate status is advised to contact the Maryland Department of Assessments and Taxation, at 410-767-1340. It is strongly recommended that any potential Offeror be completely registered prior to the due date for receipt of proposals. Failure to do so may result in a proposal being deemed unacceptable.

**2.15 Contract Affidavit**

The attached Contract Affidavit (**Attachment C**) must be completed and submitted by the selected Offeror when notified of recommendation of award. This affidavit includes the certification of corporation registration and tax payment and a reaffirmation of the Bid/Proposal Affidavit.

**2.16 Public Information Act Notice**

Offerors should give specific attention to the identification of those portions of their Proposals that they deem to be confidential, proprietary information or trade secrets and provide justification why such materials, upon request, should not be disclosed by the State under the Access to Public Records Act, State Government Article, Title 10, Subtitle 6, Annotated Code of Maryland. Offerors are advised that, upon request for this information from a third party, the Custodian of Records is required to make an independent determination as to whether the information must be divulged to the party. A blanket statement declaring the entire Proposal confidential is not acceptable.

**2.17 Contractor's Responsibilities**

The State will enter into Contractual agreements with the selected Offeror. The selected Offeror shall be responsible for all services as required by this RFP. Subcontractors, including those used to meet MBE subcontracting requirements, must be identified and a complete description of their



role must be included.

## **2.18 Document Ownership**

In the event of Contract Award, all data and documentation produced as part of the Contract will become the exclusive property of the Department of Human Resources, State of Maryland and may not be removed by an employee of the Contractor or subcontractor(s) or used, sold, reproduced or duplicated in any way for any purpose by the Contractor or subcontractor(s) without the written permission of the Department. Technical Proposals received from Offerors in response to this RFP and the corresponding Financial Proposals from qualified Offerors will become the property of the Department of Human Resources, State of Maryland, and will not be returned to the Offeror.

## **2.19 General Contractual Conditions**

Any Contract resulting from this RFP shall be governed by the laws of the State of Maryland and shall include at a minimum all the terms and conditions set forth in the Services Contract (**Attachment D**) and Contract Affidavit (**Attachment C**).

Prior to Award, both the Contract and the Affidavit must be completed along with witnessed signatures and dates and submitted by the recommended contractor. The Offeror must enter its legal name in the appropriate spaces on the first page of the Contract and the Federal Tax Identification Number or Social Security Number and the dollar amount of the proposal on page two.

## **2.20 Payment Terms/Billing**

The successful Offeror shall bill the Department monthly by the 15<sup>th</sup> of the month. Payment shall be made based on the **number of completed transactions** for each service listed below and the Contractor's Fully loaded fixed unit price provided on Attachment A. The Fully loaded fixed unit price shall be inclusive of the direct and indirect costs associated with providing service. The Department shall pay invoices for work completed from the first day through the last day of the prior month (ex. invoice submitted in April for work completed March 1 through March 31), upon certification by the DEEP Administrator.

A. Required services shall be billed monthly as follows:

### **1. Referrals**

Payment for referrals requires the Contractor to:

- Forward appropriate copy of the Social Security Administration - 1696 U4 version 1-2005 (Form 1696) to the Social Security Administration and,
- Create a hard copy case file that contains the above documentation.

**2. Filing for Reconsideration for Individuals Denied Award of SSI/SSDI.**

Payment for filing for Reconsideration requires the Contractor to complete, submit and retain in the case file a hard copy of all Social Security Administration documents needed for filing a Reconsideration.

**3. Filing of Appeals to the Office of Hearings and Appeals (OHA) or Appeals Council for Individuals Denied Award of SSI/SSDI.**

Payment for filing of Appeals to OHA or Appeals Council requires the Contractor to complete, submit and retain in the case file a hard copy of all Social Security Administration documents needed for filing an Appeal.

**4. Representation at the OHA or Appeals Council for Individuals Denied Award of SSI/SSDI.**

Payment for representation at the **OHA** requires the Contractor to retain in the case file a hard copy of all documents pertaining to the appeal, including verification of attendance at the hearing.

Payment for cases submitted to the **Appeals Council** requires the Contractor to retain in the case file a hard copy of all documents pertaining to the Appeals Council review.

**Note:** When a case is remanded back to a prior appeal level for which the Contractor has received payment the Contractor shall not bill the State for a subsequent representation.

**5. Filing of Appeals at the Federal District Court or beyond for Individuals Denied Award of SSI/SSDI.**

Payment for filing of Appeals at the Federal District Court or beyond requires the Contractor to complete, submit and retain in the case file a hard copy of all documents needed for filing an Appeal.

**6. Representation at Federal District Court or Beyond for Individuals Denied Award of SSI/SSDI.**

Payment for representation at Federal Court and beyond requires the Contractor to retain in the case file a hard copy of all documents pertaining to the appeal, including verification of attendance at the hearing.

**Note:** When a case is remanded back to a prior appeal level for which the Contractor has received payment the Contractor shall not bill the State for a subsequent representation.

**7. Disability Determinations by the MRT.**

Payment for disability determinations by the MRT requires a MRT physician to render a disability recommendation for each referral made by the SRT and verified as received by the SRT.

**8. Transition-In**

The Transition-In Price can only be paid in the 1<sup>st</sup> Contract Period for transition-in activities. The Transition-In Price is separate from any of the unit prices associated with service delivery and shall only include the price for Contractor personnel and labor utilized during the approximate two (2) month transition-in period or the period up to the Notice to Proceed date (NTP – see Section 3.5).

**B. Invoices must be addressed to:**

Phyllis Weisel, DEEP Administrator  
Family Investment Administration  
311 W. Saratoga Street, Room 733  
Baltimore, Maryland 21201  
Phone: (410) 767-8281  
Fax Number: (410) 333-6699  
E-Mail: [pweisel@dhr.state.md.us](mailto:pweisel@dhr.state.md.us)

**C. All invoices shall:**

1. Be submitted on the Contractor's stationery, using a format to be developed by the Contractor and the DEEP Administrator or designee after the Department awards the Contract by the 15<sup>th</sup> of the month and include the following:
  - a. Be signed (in blue ink) and dated, and show the Contractor's mailing address;
  - b. Show the Contractors Federal Tax ID number;
  - c. Show the State's assigned Contract control number;
  - d. Show the time period covered by the invoice, the number of cases invoiced in each category and the total amount of requested payment.
2. Be accompanied by a report showing each individual served during the billing period.
3. Meet the minimum requirements stated in item 1 above or the invoice will not be paid.

**2.21 Reduction or Withholding of Invoice Payment**

The State reserves the right to reduce or withhold invoice payment in the event that the Contractor

does not provide FIA with all deliverables specified in **Section 3.6** within the time frame specified in the Contract, or in the event that the Contractor otherwise materially breaches the terms and conditions of the Contract. The DEEP Administrator or designee shall advise the Contractor in writing within five (5) days after receipt of an invoice what deliverables are outstanding or how the Contract has been breached. The Contractor shall respond in writing within ten (10) days after receiving said notice with a corrective action plan. When the State deems it necessary to reduce or withhold invoice payment, the State shall release said payment to the Contractor upon satisfactory resolution of the issue(s) that caused the reduction or withholding of the invoice payment.

## **2.22 e-Maryland Marketplace (eMM) Registration**

eMM is an electronic commerce system administered by the Maryland Department of General Services. In addition to using the DHR website ([www.dhr.state.md.us](http://www.dhr.state.md.us)) for transmitting the RFP and associated materials, the summary of the Pre-Proposal Conference, Offeror's questions and the Procurement Officer's responses, and addenda will be provided via eMM.

**In order to receive a contract award, a vendor must be registered on eMaryland Marketplace.** Registration is free. Go here to register: <https://ebidmarketplace.com/>. Click on "Registration" to begin the process and follow the prompts. As a registered vendor to eMaryland Marketplace, you will be privileged to many benefits including:

- *Online Goods and Services Profile:*

You can create and maintain your company's goods and services profile with the State. Your online profile will allow you to receive solicitations issued by the State that are in your area of interest.

- *Instant Notification of Opportunities:*

Registered vendors will receive instant, automatic notification via e-mail when a procurement opportunity is issued by State and local government buying organizations in your area of interest.

- *Solicitations Online:*

You can review and respond to State and in some cases local government issued solicitations via the Internet without leaving your desk.

**Note: eMaryland Marketplace registration is active for one year and must be active at the time of contract award. eMaryland Marketplace registration should be maintained thereafter in order to receive notice of future bid opportunities.**

### **2.23 Electronic Funds Transfer (EFT)**

Electronic funds transfer will be used by the State to pay Contractor(s) for this Contract and any other State payments due Contractor(s) unless the State Comptroller's Office grants Contractor(s) an exemption. The selected Offeror shall register using the attached form COT/GAD X-10 Vendor Electronic Funds (EFT) Registration Request Form (**Attachment E**) upon notification of selection for award. If your organization has previously registered for EFT with the Comptroller's Office, unless there has been a change, there is no need to re-register. If previously registered, indicate that information on the COT/GAD X-10 form and return the form to the Procurement Officer upon notification of selection for award. Any request for exemption must be submitted to the State Comptroller's Office for approval at the address specified on the COT/GAD X-10 form and must include the business identification information as stated on the form and include the reason for the exemption.

### **2.24 Contract Award**

Award of a contract, if any, generally will be made within 120 days after the closing date for submission of Proposals or the date Best and Final Offers, if any, are submitted, and will be subject to appropriate Federal and State approvals. The Contract shall be awarded to the qualified Offeror whose Proposal is determined to be most advantageous to the State based on the results of the technical and financial evaluations.

This procurement is being conducted in accordance with COMAR 21.05.03, §1.1 and Procurement by Competitive Sealed Proposals.

### **2.25 Compliance with Law**

By submitting a proposal in response to this RFP, the Offeror, if selected for award, agrees that it will comply with all Federal, State, and local laws and regulations applicable to its activities and obligations under the contract. By submitting a proposal in response to the RFP, the Offeror shall be deemed to represent that it is not in arrears in the payment of any obligation due and owing the State of Maryland or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and if selected for award, that it shall not become so in arrears during the term of the contract.

### **2.26 Protests**

An Offeror may protest the proposed award or the award of a contract for this procurement. Any protest must be filed in accordance with Title 15, Subtitle 2 of the State Finance and Procurement Article, Annotated Code of Maryland, and COMAR 21 (State Procurement Regulations), Subtitle 10, Administrative and Civil Remedies.

### **2.27 Minority Business Enterprises**

Minority Business Enterprises are encouraged to respond to this solicitation.

## **2.28 Minority Business Enterprise Reporting**

The Department of Human Resources is responsible for reporting procurement activity with all Minority Business Enterprises (MBEs) to the Governor's Office of Minority Affairs. Only those vendors who have been certified as a MBE by the Maryland Department of Transportation (MDOT) can be counted in this report. In order to fulfill the reporting responsibility, it is requested that all Offerors complete the Minority Business Enterprise Report (**Attachment F**) and return it as part of their proposal.

A non-profit entity organized to promote the interests of the mentally or physically disabled and vendors who are at least 51% owned and controlled by one or more of the following categories meet the definition for MDOT certification: African Americans, American Indians, Hispanics, Asian Americans, Women, Physically or Mentally Disabled. Inquiry and/or application can be made directly to the Maryland Department of Transportation, Office of Minority Business Enterprise.

## **2.29 Minority Business Enterprise Participation**

The Offeror shall structure its procedures for the performance of the work required in this contract to attempt to achieve the minority business enterprise (MBE) goal stated in this Request for Proposals. MBE performance must be in accordance with this Exhibit, as authorized by Code of Maryland Regulations (COMAR) 21.11.03. Contractor agrees to exercise all good faith efforts to carry out the requirements set forth in this Exhibit.

## **2.30 Minority Business Enterprise Participation Goal(s) and Sub-Goal(s)**

An MBE subcontract participation goal of **18.7%** of the total contract dollar amount has been established for this procurement. By submitting a response to this solicitation, the Offeror agrees that this dollar amount of the contract will be performed by certified minority business enterprises

## **2.31 Minority Business Enterprise Participation Requirements**

### **A. DEFINITIONS**

As used in this Solicitation, the following words have the meanings indicated.

1. "Certification" means a determination made by the Maryland Department of Transportation that a legal entity is a Minority Business Enterprise.
2. "MBE Liaison" is the employee designated to administer this Department's MBE program.
3. "Minority Business Enterprise" or "MBE" means any legal entity, other than a joint venture, organized to engage in commercial transactions, that is:
  - a) at least 51-percent owned and controlled by one or more individuals who are

social and economically disadvantaged; and

- b) managed by, and the daily business operations of which are controlled by, one or more of the socially and economically disadvantaged individuals who own it. A Minority Business Enterprise also includes a not-for-profit entity organized to promote the interests of physically or mentally disabled individuals. A MBE must be certified in order to participate in the Department's MBE program.

**B. CONTRACTOR'S RESPONSIBILITIES**

1. Offerors agree to exercise all good faith efforts to carry out the requirements set forth in this Solicitation. The Offeror shall;
  - a) Identify specific work categories within the scope of the procurement appropriate for subcontracting.
  - b) solicit minority business enterprises in writing at least 10 days before proposals are due, describing the identified work categories and providing instructions on how to bid on the subcontracts.
  - c) Attempt to make personal contact with the MBE's solicited and to document these attempts.
  - d) Assist MBE's to fulfill, or to seek waiver of, bonding requirements.
2. Each prime contractor given solicitation documents as part of a procurement under the MBE subcontract method, can obtain the electronic version of the MBE Directory at [www.mdot.state.md.us](http://www.mdot.state.md.us) for purposes of soliciting subcontract quotations, bids, or offers from certified MBE's.
3. A minimum certified MBE participation goal has been established for this procurement (**see Section 2.30**). Contractor agrees that at least this amount of the contract will be performed by certified MBEs.
4. If awarded the contract the contractor shall accomplish an amount of work not less than the MBE subcontract goal with certified MBE subcontractors.

**C. SOLICITATION AND CONTRACT FORMATION**

- An Offeror must include with its offer:
  1. A completed Certified MBE Utilization and Fair Solicitation Affidavit (**Attachment G**) whereby the Offeror acknowledges the certified MBE participation goal or requests a waiver, commits to make a good faith effort to achieve the goal, and affirms that MBE subcontractors were treated fairly in the Solicitation process.

2. A completed MBE Participation Schedule (Attachment H) whereby the Offeror responds to the expected degree of Minority Business Enterprise participation as stated in the solicitation, by identifying the specific commitment of certified MBEs at the time of submission. The Offeror shall specify the price and/or the percentage of contract value associated with each MBE subcontractor identified on the MBE Participation Schedule.

**If an Offeror fails to submit Attachment G and Attachment H with the offer as required, the Procurement Officer shall deem the offer non-responsive or shall determine that the offer is not reasonably susceptible of being selected for award.**

- Within 10 working days from notification that it is the apparent awardee or from the date of the actual award, whichever is earlier, the apparent awardee must provide the following documentation to the Procurement Officer:
  - a) Outreach Efforts Compliance (Attachment I)
  - b) Subcontractor Project Participation Statement (Attachment J)
  - c) If the apparent awardee believes a waiver (in whole or in part) of the overall MBE goal or of any sub goal is necessary, it must submit a fully documented waiver request (see below) that complies with COMAR 21.11.03.11 (see Section E. Waiver).
  - d) Any other documentation required by the Procurement Officer to ascertain Offeror responsibility in connection with the certified MBE participation goal.

**If the apparent awardee fails to return each completed document within the required time, the Procurement Officer may determine that the apparent awardee is not responsible and therefore not eligible for contract award. If the contract has already been awarded, the award is voidable.**

D. AMENDMENT OF MBE DUE TO UNFORSEEN CIRCUMSTANCES

Any changes to the MBE Participation Schedule **prior to or after Contract execution** must receive approval in accordance with COMAR 21.11.03.12. The apparent awardee(s) shall immediately notify the Procurement Officer regarding MBE changes before execution of a Contract. Contractors shall immediately notify the State's Project Manager regarding MBE changes after execution of a Contract.

E. CONTRACT ADMINISTRATION REQUIREMENTS

Contractor shall:



1. Submit monthly to the Department a report listing any unpaid invoices, over 30 days old, received from any certified MBE subcontractor, the amount of each invoice and the reason payment has not been made. (Prime Contractor Unpaid MBE Invoice Report, Attachment K).
2. Include in its agreements with its certified MBE subcontractors a requirement that those subcontractors submit monthly to the Department a report that identifies the prime contract and lists all payments received from the Contractor in the preceding 30 days, as well as any outstanding invoices, and the amount of those invoices (Subcontractor Payment Report, Attachment L).
3. Maintain such records as are necessary to confirm compliance with its MBE participation obligations. These records must indicate the identity of certified minority and non-minority subcontractors employed on the contract, the type of work performed by each, and the actual dollar value of work performed. Subcontract agreements documenting the work performed by all MBE participants must be retained by the Contractor and furnished to the Procurement Officer on request.
4. Consent to provide such documentation as reasonably requested and to provide right-of-entry at reasonable times for purposes of the State's representatives verifying compliance with the MBE participation obligations. The contractor must retain all records concerning MBE participation and make them available for Department inspection for a period of three years after final completion of the contract.
5. At the option of the procurement agency, upon completion of the contract and before final payment and/or release of retainage, submit a final report in affidavit form and under penalty of perjury, of all payments made to, or withheld from MBE subcontractors.

F. WAIVER

.11Waiver. Code of Maryland Regulations (COMAR) 21.11.03

If for any reason, an Offeror is unable to achieve the contract goal for certified MBE participation, the Offeror may request, in writing, a Waiver (Attachment M) to include the following:

1. A detailed statement of the efforts made to select portions of the work proposed to be performed by certified MBEs in order to increase the likelihood of achieving the stated goal;
2. A detailed statement of the efforts made to contact and negotiate with certified MBEs including:
  - a) The names, addresses, dates and telephone numbers of certified MBEs contacted, and

- b) A description of the information provided to certified MBEs regarding the plans, specifications, and anticipated time schedule for portions of the work to be performed;
- 3. As to each certified MBE that placed a subcontract quotation or offer that an Offeror considers not to be acceptable, a detailed statement of the reasons for this conclusion;
- 4. A list of minority subcontractors found to be unavailable. This list should be accompanied by an MBE Unavailability Certification (Attachment N) signed by the minority business enterprise, or a statement from an Offeror that the minority business refused to give the written certification.

G. LATE PAYMENT OF SUBCONTRACTORS - PROMPT PAYMENT POLICY

- 1. If a Contractor withholds payment of an undisputed amount to its subcontractor(s), DHR at its option and in its sole discretion, may take one or more of the following actions:
  - a. Not process further payments to the Contractor until payment to the subcontractor is verified;
  - b. Suspend all or some of the Contract work without affecting the completion date(s) for the Contract work;
  - c. Pay or cause payment of the undisputed amount to the subcontractor from monies otherwise due or that may become due;
  - d. Place a payment for an undisputed amount in an interest-bearing escrow account; or
  - e. Take other or further actions as appropriate to resolve the withheld payment.
- 2. An "undisputed amount" means an amount owed by a Contractor to a subcontractor for which there is no good faith dispute, including any retainage withheld, and includes an amount withheld because of issues arising out of an agreement or occurrence unrelated to the Contract under which the amount is withheld.
- 3. An act, failure to act, or decision of a Procurement Officer or a representative of DHR, concerning a withheld payment between a Contractor and its subcontractor(s) under this policy directive, may not:
  - a. Affect the rights of the contracting parties under any other provision of law;
  - b. Be used as evidence on the merits of a dispute between DHR and the Contractor in any other proceeding; or
  - c. Result in liability against or prejudice the rights of DHR.
- 4. The remedies enumerated above are in addition to those provided under COMAR 21.11.03.13 with respect to subcontractors that have contracted pursuant to the

Minority Business Enterprise program.

5. To ensure compliance with certified MBE subcontractor participation goals, DHR may, consistent with COMAR 21.11.03.13, take the following measures:
  - a. Verify that the certified MBEs listed in the MBE Participation Schedule actually are performing work and receiving compensation as set for in the MBE Participation Schedule.
  - b. This verification may include, as appropriate:
    - i. Inspecting any relevant records of the Contractor
    - ii. Inspecting the jobsite; and
    - iii. Interviewing subcontractors and workers.
    - iv. Verification shall include a review of:
      - 1) The Contractor's monthly report listing unpaid invoices over 30 days old from certified MBE subcontractors and the reason for nonpayment; and
      - 2) The monthly report of each certified MBE subcontractor, which lists payments received from the Contractor in the preceding 30 days and invoices for which the subcontractor has not been paid.
  - c. If DHR determines that the Contractor is in noncompliance with certified MBE participation goals, then DHR will notify the Contractor in writing of its findings, and will require the Contractor to take appropriate corrective action. Corrective action may include, but is not limited to, requiring the Contractor to compensate the MBE for work performed as set forth in the MBE participation schedule.
  - d. If DHR determines that the Contractor is in material noncompliance with MBE contract provisions and refuses or fails to take the corrective action that DHR requires, then DHR may:
    - i. Terminate the Contract;
    - ii. Refer the matter to the Office of the Attorney General for appropriate action; or
    - iii. Initiate any other specific remedy identified by the Contract, including the contractual remedies stated above regarding the payment of undisputed amounts.
  - e. Upon completion of the Contract, but before final payment or release of retainage or both, the Contractor shall submit a final report, in affidavit form under the penalty of perjury, of all payments made to, or withheld from MBE subcontractors.

## **2.32 Certification Regarding Lobbying**

Section 319 Of Public Law 101-121 prohibits the use of Federal funds for lobbying Federal officials, including members of Congress, in conjunction with a specific contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. The law also requires the disclosure of lobbying efforts using other than Federal funds. Each proposal must include a completed Certification Regarding Lobbying (**Attachment O**).

### **2.33 Oral Presentations**

Offerors who submit a proposal in response to this RFP may be required to make an oral presentation of the proposal to the Evaluation Committee, possibly on short notice. All representations made by an Offeror during an oral presentation must be reduced to writing. All such written representations will become part of the Offeror's proposal and are binding if the contract is awarded. The time and location for this oral presentation will be scheduled by the Procurement Officer. The oral presentation will assist the Evaluation Committee with its ranking of the Technical proposal.

### **2.34 Non-Profit Affirmation**

It is recognized that several Departments do a significant amount of business with non-profit organizations that cannot be certified as Minority Business Enterprises (MBE's) regardless of their minority makeup. This business has a detrimental effect on the Department's ability to meet its overall MBE procurement participation goal. Accordingly, the Governor's Office of Minority Affairs has developed the Minority Managed Non-Profit Affirmation Form (**Attachment P**), as a means of reporting these procurements. Non-profit organizations are encouraged to complete the Affidavit and include it along with their proposals.

### **2.35 Living Wage Requirements**

A solicitation for services under a State Contract valued at \$100,000 or more may be subject to Title 18, State Finance and Procurement (SFP) Article, Annotated Code of Maryland. Additional information regarding the State's Living Wage requirement is contained in this solicitation (**see Attachment Q - Maryland Living Wage Requirements for Service Contracts**). **If the Offeror fails to submit and complete the required Living Wage documentation, the State may determine an Offeror to be not responsible.**

Effective September 15, 2008, Contractors and Subcontractors subject to the Living Wage Law shall pay each covered employee at least \$11.72 per hour, if State contract services valued at 50% or more of the total value of the Contract is performed in the Tier 1 Area. If State contract services valued at 50% or more of the total Contract value are performed in the Tier 2 Area, an Offeror shall pay each covered employee at least \$8.81 per hour. The specific Living Wage rate is determined by whether a majority of services take place in a Tier 1 Area or Tier 2 Area of the State. The Tier 1 Area includes Montgomery, Prince George's, Howard, Anne Arundel, and Baltimore Counties, and Baltimore City. The Tier 2 Area includes any county in the State not included in the Tier 1 Area. If the employees who perform the services are not located in the State,

the head of the unit responsible for a State Contract pursuant to §18-102 (d) shall assign the tier based upon where the recipients of the services are located.

The Contract resulting from this solicitation has been deemed to be a **Tier 1** Contract.

## **2.36 Insurance Requirements**

Workers' Compensation -- The Contractor shall maintain such insurance as necessary and/or as required under Workers' Compensation Acts, U.S. Longshoremen's and Harbor Workers' Compensation Act, and the Federal Employers' Liability Act, as well as any other applicable statute.

The State of Maryland must be named as an Additional Named Insured on all liability policies (Workers' Compensation excepted) and certificates of insurance evidencing this coverage must be provided prior to the commencement of any activities.

## **2.37 Hiring Agreement**

By submitting a bid or proposal in response to this solicitation, the Offeror agrees to execute and comply with the enclosed Maryland Department of Human Resources (DHR) Hiring Agreement (**Attachment R**). The Hiring Agreement is to be executed by the Offeror and delivered to the Procurement Officer within ten (10) business days following the receipt of notice by the Offeror that it is being recommended for contract award. The Hiring Agreement will become effective concurrently with the award of the contract.

## **2.38 Confidentiality**

Except in accordance with a court order, neither Party shall use or disclose any information concerning a recipient of the services provided under this agreement for any purposes not directly connected with the administration of such services, except upon written consent of the Party providing the information and the recipient or his or her responsible parent, guardian, or legal representative or as required in §10-611 et. Seq., State Government Article and Article 88A, Sections 6 and 6A, Maryland Annotated Code and COMAR 07.01.07

Nothing in this contract shall prevent the Parties from using and disclosing statistical data derived from information concerning a recipient of the services provided under this contract so long as that statistical data does not identify any recipient of such services.

## **2.39 False Statements**

Offerors are advised that Section 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland provides as follows:

(a) In connection with a procurement contract a person may not willfully;

(1) falsify, conceal, or suppress a material fact by any scheme or device;

- (2) make a false or fraudulent statement or representation of a material fact; or
- (3) use a false writing or document that contains a false or fraudulent statement or entry of a material fact.

(b) A person may not aid or conspire with another person to commit an act under subsection (a) of this section.

A person who violates any provision of this section is guilty of a felony and on conviction is subject to a fine not exceeding \$20,000 or imprisonment not exceeding 5 years or both.

#### **2.40 Non-Visual Access**

The Offeror warrants that the information technology offered under this proposal (1) provides equivalent access for effective use by both visual and non-visual means; (2) will present information including prompts used for interactive communication, in formats intended for both visual and non-visual use; (3) if intended for use in a network, can be integrated into networks for obtaining, retrieving and disseminating information used by individuals who are not blind or visually impaired; and (4) is available, whenever possible without modification for compatibility with software and hardware for non-visual access. The Offeror further warrants that the cost, if any, of modifying the information technology for compatibility with software and hardware used for non-visual access will not increase the cost of the information technology by more than five percent.

For purposes of this regulation, the phrase "equivalent access" means the ability to receive, use and manipulate information and operate controls necessary to access and use information technology by non-visual means. Examples of equivalent access include keyboard controls used for input and synthesized speech, Braille or other audible or tactile means for output.

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## SECTION III. SPECIFICATIONS

### 3.1 **Background**

Since 1982, the federal government has steadily decreased appropriations for services to needy disabled individuals while the process of establishing eligibility for federal programs has become increasingly complex. To meet the challenges of this issue, Maryland initiated the Disability Entitlement Eligibility Program (DEEP) in July 1987.

Working in conjunction with the local Departments of Social Services, DEEP assists indigent, severely disabled Maryland citizens to become eligible for SSI and SSDI according to the Social Security Administration's standards for determining disability. Individuals in these federal programs receive a substantially higher monthly grant than State public assistance individuals and also receive medical coverage.

Between **July 1987** and **June 2008**, DEEP provided services to over **183,000** individuals. A direct economic benefit of DEEP's assistance to SSI/SSDI individuals during this period is Maryland's receipt of over **\$84.5 million** in federal Interim Assistance Reimbursement (IAR). IAR returns to the State the public assistance monies advanced to disabled individuals who apply for and win SSI awards. Additionally, during this same period, Maryland avoided paying over **\$490.8 million** in monthly public assistance through DEEP's successful assistance to TDAP, PAA and TCA individuals. The practical effect of this cost avoidance is to permit a reallocation of State public assistance funds for other vital programs and initiatives.

This is an indefinite quantity Contract and the volume, as indicated on Attachment A (Columns A1, B1, C1, D1 and E1), is an estimate provided for budget purposes only and cannot be guaranteed (see also Section 2.12).

### 3.2 **Scope of the Project**

The DEEP daily operations includes:

- A. Providing representation to TDAP, PAA and TCA individuals who select DEEP to pursue their claim for Social Security benefits.
- B. Providing reconsideration and appellate services for individuals who select DEEP as their representative due to the denial of benefits by the Social Security Administration.
- C. Sub-Contracting with health care professionals who evaluate medical and vocational documentation and provide a written disability recommendation based on SSI criteria.
- D. Identifying for the Department those individuals who do not meet the SSI disability criteria.

- E. Facilitating the enhancement of State revenue by timely processing and tracking of federal paperwork through the Reconsideration and Appellate processes to reduce State expenditures for public assistance.
- F. Working collaboratively, internally and externally, with the State and other stakeholders to improve disability services to individuals in the State of Maryland.

### **3.3 Objectives**

- A. Provide representation services to TDAP, PAA and TCA individuals in their quest to obtain Social Security benefits.
- B. Generate cost savings for the State for disabled individuals who may not otherwise access, qualify for and receive federal benefits without specific assistance from DEEP.

### **3.4 Requirements**

#### **3.4.1 Offeror Requirements**

The Offeror shall possess:

- A. Knowledge and experience operating a program assisting individuals in acquiring SSI/SSDI benefits and demonstrate an ability to manage the staff needed to operate DEEP, to include:
  - 1. The skills and resources required in meeting DEEP objectives (**Section 3.3**).
  - 2. A thorough understanding of Social Security Administration and Disability Determination Services regulations and procedures, especially those dealing with disability claims and the appellate process.
- B. Knowledge of Maryland's dynamic mix of constituents and their diverse needs for public services.
- C. An understanding of the critical collaborative role of Maryland's local departments of social services in providing services to indigent disabled constituents.

#### **3.4.2 Contractor Requirements**

##### **A. Organizational Structure and Staffing**

The Contractor shall establish and maintain an organizational structure that provides for administration, management and supervision of DEEP functions for which it is responsible under this Contract. The organizational structure shall be of an appropriate size and scope, and contain clearly established lines for management and supervisory authority. The Contractor shall maintain sufficient staff who are capable of providing the full range of DEEP services and capable of managing and supervising DEEP operations.



1. The Contractor shall staff the Program with all necessary qualified persons with educational backgrounds and/or work experience sufficient to correspond to their function within the Program.
2. The Contractor shall provide supervision, management, administrative expertise and system support to staff to ensure continuity of Program services.
3. The Contractor shall comply with the provisions of the Maryland Department of Human Resources Hiring Agreement (**Section 2.37**) when recruiting for and filling vacancies in its organization that exist because of or result from this Contract.

## **B. Key Personnel**

1. The Contractor shall provide, at a minimum, the following Key Personnel:
  - a. **Program Director** – The Program Director shall administer the Program, oversee daily operations, and serve as the State's point of contact regarding internal and external operations related to the Program. This person shall possess, at minimum, a Bachelor's degree, and at least five years experience in general program management, preferably a human services program. This person shall also have a substantive and technical knowledge of the Social Security benefits application process (including SSI/SSDI) and an understanding of the medical and vocational aspects of disability analysis and the sequential evaluation process.
  - b. **Financial Officer or Controller** – The Financial Officer/Controller shall manage the fiscal and financial aspects of the Program. This includes: day-to-day management of the general ledger, tax reporting and filing, accounts payable and payroll functions, maintenance of the DEEP budget, generation of financial statements, and ensuring that the Contractor bills the Department in accordance with Section 2.20 Payment Terms/ Billing. This person shall be a Certified Public Accountant (CPA), and possess, at minimum, a Bachelor's degree in Accounting or Business Administration.
  - c. **Appellate Operations Director** – The Appellate Operations Director shall be expert in the management, research, preparation and presentation of Supplemental Security Income and Disability Insurance claims, with all rules and regulations pertaining to Social Security law, and be able to supervise hearing specialists and support staff. This person shall possess at least a Juris Doctor degree, and have at least five (5) years of experience in Social Security law.
  - d. **Local Area Network (LAN) Administrator** – The LAN Administrator is responsible for coordinating with DEEP, FIA and OTHS in providing and/or supervising technical support, resolving internal DEEP system operations issues and notifying the OTHS Help Desk to resolve major OTHS/DEEP system issues. The LAN Administrator shall provide training and technical assistance to the Contractor's employees,

perform daily network maintenance, and support moves and change requests with the network. This person shall possess at a minimum a high school diploma or its equivalent and at least five (5) years of experience in a network related environment, providing in-depth LAN systems operation support.

- e. **The Medical Review Team** – This team consists of Maryland State certified physicians subcontracted by the DEEP Contractor to work with the State Review Team (SRT). These professionals evaluate medical documentation and make disability recommendations based on Social Security Administration's SSI criteria.
- f. **System Security Monitor** – The Security Monitor is the liaison between the Contractor and the Department regarding access to the State's Client Information System (CIS), and the DEEP Database. These files contain sensitive demographic, personal and medical information regarding Maryland's disabled population. The Security Monitor (1) advises Contractor management regarding access to files only by staff who require such access in the official discharge of their duties, (2) assists Contractor management by observing staff use of files to reduce the chance of illegal browsing of sensitive data and (3) ensures that all staff are informed of and sign the State's disclosure of information policy. The Security Monitor assists staff and management in the preparation of paperwork required by the Department's Office of Technology for Human Services to establish logon-ids: and passwords for access to Department files. This person shall possess at a minimum a high school diploma or its equivalent.

### C. Staff Diversion and Vacancies

1. The Contractor shall not **divert** any Key Personnel to other Contracts or projects outside of DEEP without:
  - a. Notifying in writing, and obtaining written approval of the DEEP Administrator at least thirty (30) calendar days in advance of the anticipated diversion;
  - b. Providing documentation to the DEEP Administrator demonstrating that the proposed replacement candidate(s) possess(es) qualifications and experience at least comparable to the incumbent(s).
  - c. Obtaining the DEEP Administrator's written approval of the replacement candidate(s) prior to hiring the replacement.
2. In the event that any Key Personnel position is vacated, the Contractor shall:
  - a. Notify the DEEP Administrator, in writing, of the intended departure (or awareness of the departure if without notice) before the close of the next business day.
  - b. Submit, within ten (10) business days following the Contractor's receipt of the

employee's resignation or awareness of departure, a written recruitment plan for filling the vacancy, including a written plan for utilizing existing staff to cover the vacant position pending completion of recruitment efforts.

- c. Upon selecting replacement candidates for Key Personnel positions, and within five (5) business days after said selection, provide documentation to the DEEP Administrator demonstrating that the proposed replacement candidate(s) possess(es) qualifications and experience at least comparable to the incumbent(s).
- d. Obtain the DEEP Administrator's written approval to hire any replacement candidate(s) prior to notifying the candidate(s) of selection for the position(s).

#### **D. Subcontracting; Assignment**

1. The Contractor shall not subcontract any portion of the services provided under the Contract without obtaining the prior written approval of the Department, and the Contractor may not assign this Contract or any of its rights or obligations hereunder without the prior written approval of the Department.
2. Any such subcontract or assignment shall be subject to any terms and conditions that the Department deems necessary to protect the interests of the State. The Department shall not be responsible for the fulfillment of the Contractor's obligation to the subcontractors.

**Note: This provision applies to Minority Business Enterprise (MBE) and non-MBE subcontractors**

#### **E. Systems Access**

1. The Contractor shall submit initial LogonID and Security Advisory forms no less than thirty (30) days prior to the start of the contract. Additionally, the Contractor's staff shall sign a Security Advisory form (**Attachment T**), agreeing (1) to adhere to State and federal rules regarding the privacy of information in CARES and (2) to be bound by the provisions of the Advisory and the penalties for unauthorized disclosure of individual information. All forms shall be completed, using security guidelines provided by the Department, (**see Attachment S**).
2. The Contractor shall submit and maintain updated LogonID forms required for employee access to the State's **CIS** and other systems owned or implemented by the State to manage and operate the full range of SSI eligibility determination services (this does not include the DEEP database).

#### **F. DEEP Database Maintenance and Programming**

1. The Contractor shall be responsible for housing the DEEP Database at its central facility in a downtown Baltimore, Maryland location (**see Section 3.4.4**).

2. The Contractor shall be responsible for all Database maintenance, including necessary system and computer program modifications. However, the Contractor shall make **no** changes or modifications to the Database without first discussing with and obtaining written approval from the DEEP Administrator or designee.
3. The Contractor shall ensure that case information in the Database is accurate and maintained in compliance with State and federal regulations and FIA policies such as but not limited to confidentiality and HIPAA regulations. Discrepancies in case information shall be discussed with the appropriate LDSS staff for resolution.
4. The Contractor and the Department shall make recommendations and suggestions to enhance and/or improve the DEEP Database when necessary.
5. The DEEP Contractor shall train DHR employees as designated by the DEEP Administrator in the operation of the DEEP Database.
6. The Contractor shall develop and test an Information Technology (IT) Contingency Plan. The IT Contingency Plan shall address, at a minimum, how to handle network outages and break downs of systems and hardware; a system for making, rotating and securing back-up copies of all system and Database files to be used for recovery in the event of a computer system failure; and circumstances under which the Plan shall be updated (e.g. system migration to new software or hardware, or relocation of Program operations).
7. The Contractor shall comply with the State's IT Security as well as the DHR Information Systems Security Handbook, (**Attachment S**).

#### **G. Federal Forms**

The Contractor shall be responsible for ordering and distributing to its staff all federal forms required for the Program. (See **Section 3.4.8, State Supplied Services and Facilities**).

#### **H. Compliance with Laws**

1. The Contractor shall be responsible for operating DEEP within the provisions of the Contract and all applicable federal laws and regulations, State laws and regulations, and DHR/FIA policy. This includes any new federal laws and regulations and State laws, regulations or policies that may be enacted during the term of the Contract.
2. DHR/FIA policies and regulations may be accessed at [www.dhr.state.md.us](http://www.dhr.state.md.us). State regulations may be accessed at [www.dsd.state.md.us](http://www.dsd.state.md.us).

### **3.4.3 Core Services**

#### **A. Referrals**

1. Within the next business day after receipt of a referral packet, the Contractor shall enter into the DEEP database case referral application information indicating whether the referral is accepted or rejected.
2. The Contractor shall create a hard-copy case file during this process for all accepted referrals.
3. Within the next business day after receipt of a referral packet, the Contractor shall process and forward the appropriate copy of the Social Security Administration 1696 U4 version 1-2005 (Form 1696) to the Social Security Administration.
4. The Contractor shall send the individual a letter of introduction explaining DEEP services.

#### **B. Appellate Services**

When the Social Security Administration denies SSI/SSDI to a person at the initial application stage the Contractor shall ensure that requests for reconsiderations and hearings appeals are filed for all cases denied SSI/SSDI benefits where the denials appear unwarranted and the evidence appears to satisfy the standards of disability as defined in federal regulations. The Contractor shall provide qualified staff to attend and provide representation in proceedings at hearings and appeals as follows:

##### **1. Reconsideration of Denial**

Upon notification of the Social Security Administration's initial denial of the claim, the Contractor shall review the medical and vocational evidence of disability to determine the validity of the Social Security Administration's initial denial. If determined invalid, the Contractor shall ensure the medical evidence is sufficient for filing of the Reconsideration. The Contractor shall electronically file all Reconsideration forms via the Internet to the Social Security Administration. If the Internet is not available for transmission, then the Contractor shall submit paper documentation to the Social Security Administration.

##### **2. Hearing at OHA**

Upon notification of the Social Security Administration's denial of the Reconsideration appeal, the Contractor shall review the medical and vocational evidence of disability to determine the validity of the Social Security Administration's denial of the Reconsideration. If determined invalid, the Contractor shall ensure the medical evidence is sufficient for filing the Hearing Appeal. The Contractor shall electronically file all

Hearing Appeal forms via the Internet to the Social Security Administration. If the Internet is not available for transmission, then the Contractor shall submit paper documentation to the Social Security Administration

### **3. Appeals Council**

Upon notification of the Social Security Administration's denial at the OHA level, the Contractor shall review the medical and vocational evidence of disability to determine the validity of the Social Security Administration's denial of the Hearing Appeal. If determined invalid, the Contractor shall ensure the medical evidence is sufficient for filing for review at the Appeals Council. The Contractor shall file an appeal at the Appeals Council according to the procedures and standards of the Social Security Administration.

### **4. Appeal to Federal District Court or Beyond**

Upon notification of the Social Security Administration's denial at the Appeals Council level, the Contractor shall review the medical and vocational evidence of disability to determine the validity of the Social Security Administration's denial of the Appeals Council review. If determined invalid, the Contractor shall ensure the medical evidence is sufficient for filing suit at the Federal District Court or beyond. The Contractor shall file suit at Federal District Court or beyond according to required procedures and standards.

## **C. Medical Review Team**

1. The Contractor shall provide a Medical Review Team (MRT) to make disability recommendations to the State Review Team in accordance with Social Security Administration's Sequential Evaluation Process, 20 CFR Part 416, Subpart I.
2. The MRT shall consist of the following licensed Maryland State board-certified medical consultants:
  - a. Physicians and Psychologist (at least three each), and
  - b. Optometrist, Podiatrist, and qualified Speech Language Pathologist (at least one each).
3. Disability recommendations shall be made in accordance with Social Security Administration regulations. MRT physicians shall be responsible for steps 2 and 3 of the sequential evaluation process for determining disability. **The MRT physician shall record a recommendation of disability on SRT documentation, and return the recorded recommendation to the SRT.**
4. The Contractor shall implement a process to monitor the quality and accuracy of MRT disability recommendations.

#### **D. Telephone Service**

The Contractor shall have in operation, effective with the NTP date, a statewide toll free telephone number for the Program. This shall be a voice response service that will either (1) connect the user with a DEEP representative between 8:30 a.m. and 5:00 p.m. Monday through Friday (except on State of Maryland holidays **Attachment V**), or (2) if before 8:30 a.m. or after 5:00 p.m. on a business day, on a State of Maryland holiday, or over the weekend, direct the user to call the DEEP telephone number between 8:30 a.m. and 5:00 p.m. on the next business day.

#### **E. Confidentiality and Security of Information**

**All DHR Contractors are responsible for keeping confidential all data contained in the DHR Automated Systems to which they are granted access. Authority: Article 88A § 5 and 6; State Government Article, §10-611 et seq. Article 41, Title 6; Annotated Code of Maryland. COMAR 07.01.07.00.5 and 6; 20 CFR Part 401, 45 CFR Parts 160 and 164, The Privacy Act of 1974, amended (5 USC 552a), and Public Law 401-191, the Health Insurance Portability and Accountability Act of 1996 (HIPAA).**

1. In accordance with State and Federal regulations, electronic data information in CARES and the DEEP Database is available only to appropriate FIA and DEEP staff in the performance of their official duties. Access to CARES shall be controlled by the issuance of system logon-ids through the Department's Office of Technology for Human Services (OTHS). The Contractor shall control access to the DEEP Database.
2. Users of CARES and the DEEP Database shall sign prior to access, a security form that cautions against unauthorized access to or willful disclosure of information contained in these files. This includes attempts to access one's own, relatives' or acquaintances' information. Violators are subject to criminal and civil penalties, and may subject the Contractor to State and Federal sanctions including Contract termination.
3. In compliance with **Section 2.38** of the RFP, the Contractor shall be responsible for the security of all personal, medical, vocational, and related records in any form (paper files, electronic data, or any other form). This shall be as described in 20 CFR Part 401, 45 CFR Parts 160 and 164, The Privacy Act of 1974, amended (5 USC 552a), and Public Law 401-191, the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
4. Physical records such as paper files and other sensitive documents shall be kept in locked files when not in use, and otherwise shielded from casual and non-work related activity while in use by those persons who need access to said records in the performance of their official duties.
5. When the Department requests confidential information or reports relating to the disability of an individual receiving DEEP services, then the Contractor shall provide to the DEEP Administrator or designee legible copies of the information by the due date

requested by the Department.

6. The Contractor shall assure that appropriate data and security measures are taken to safeguard personal and private information. A security policy shall be documented and assessed by an outside independent auditor once per annum to verify compliance. The results report shall be submitted to the DEEP Administrator or designee.

#### **F. Internal Policy and Procedures**

The Contractor shall develop, implement (to include staff training), and maintain internal operating procedures for every phase of the DEEP Core Service delivery. Such procedures may include standard operating procedures, training manuals, desk guides and other written documentation of work processes. The Contractor shall submit to the DEEP Administrator a copy of the internal policy and operating procedures, both electronic and hard copy, within sixty (60) calendar days after the **Contract Start Date**.

#### **G. Training**

The Contractor shall be responsible to provide on-the-job training for employees hired by the Contractor. The training curriculum shall be designed to provide newly hired employees and seasoned employees with the necessary skills and knowledge to be proficient in performing their duties.

#### **3.4.4. Contractor's Facility and Hours of Operation**

- A. In order to serve the Baltimore Metropolitan region's large number of indigenous disabled constituents and the social service offices supporting this population, the Contractor shall maintain primary operations in a downtown Baltimore location that is easily accessible by public transportation. The Contractor's facility shall (1) provide adequate space and amenities that are conducive to operational efficiency, (2) provide a secure environment and individual privacy, and (3) comply with standards set by the federal Americans with Disabilities Act. FIA reserves the right to conduct a site visit of the Contractor's facility upon notice of BPW approval of the Contract.
- B. The Contractor shall be open for business Monday through Friday, from 8:30 a.m. through 5:00 p.m., except for State of Maryland holidays (**Attachment V**). The Contractor shall post these hours of operation in a conspicuous place at the Contractor's main facility and shall include these hours of operation in any written publication or other media describing the Program.
- C. In the event the Contractor decides to relocate during the term of the contract the Contractor shall notify the DEEP Administrator in writing no less than six (6) months prior to the expected date of move. The Contractor shall provide a written relocation implementation plan that describes the relocation time frame and how the Contractor intends to continue providing services under the contract without interruption. The Contractor shall provide



written notice to DEEP customers and all other entities associated with the provisions of DEEP services.

- D. The Contractor shall be responsible for all costs and expenses associated with the relocation, including the transfer, removal and/or storage of all State supplied furniture and computer equipment.

### **3.4.5 Audits**

#### **A. Annual Financial Audit**

1. The Contractor shall arrange and provide the results of annual independent audits of DEEP's financial records as managed by the Contractor. These audits shall be in accordance with the applicable standards of the American Institute of Certified Public Accountants and the General Accounting Office Standards for Audit of Governmental Organizations, Programs, Activities and Functions.
2. This audit is due 30 calendar days after the end of each Contract year.

#### **B. External Audits**

1. State Legislative Auditors, the Office of the Inspector General and Federal Auditors may conduct periodic audits of DEEP. The Contractor and Contractor's employees (including Sub-Contractors) shall provide to audit staff all necessary information and documents requested to carry out the purposes of the audit. Such information shall be provided by the requested due date. When additional time is needed the Contractor shall make a request to the DEEP Administrator or designee.
2. Audit reviews may include, but are not limited to reviewing the Contractor's operations and Contract deliverables to ensure compliance with Contract terms (including accuracy of billing); system specifications and security requirements; pertinent federal, State, and local laws and regulations; State policies and procedures; and administrative and program documentation.
3. The DEEP Administrator or designee shall require the Contractor to present in writing, within 15 calendar days after notification of audit findings, a plan for correcting any deficiencies cited as a result of the review.

### **3.4.6 Reports and Publications**

#### **A. Monthly Progress Reports**

On a monthly basis, the Contractor shall report the progress of all services provided to each FIA program type (TDAP, PAA and TCA). The format of these reports shall be developed within the first 60 days after the start of the Contract by FIA in collaboration with the

Contractor. The Contractor shall meet monthly with FIA staff to review these reports and receive direction to remedy perceived issues.

The reports shall include, but are not limited to, the following items:

**1. Programs Served (TDAP, PAA, TCA)**

This narrative shall include statistics on the number of individuals serviced in each of the programs, and updates, projects and/or activities particular to each program whether or not specified in previous reports.

**2. Issues**

This narrative shall highlight any deviations from normal administrative, operations or service routines, and shall suggest solutions to resolve the issues.

**3. Program Statistics**

The statistics shall reflect cases in process and cases in the various stages of process towards SSI Pay Status. The accuracy of these statistics is crucial, as they will be used to corroborate information in the monthly billing process, in the DHR budgeting process, and for reports to State and federal agencies.

These shall be in a spreadsheet in a month-to-month format, and reflect progress and activities in each of the DEEP sub-programs.

All spreadsheets shall be supplemented with narrative to highlight variances to normal activity (e.g., SSI conversion activity above or below the norm for a 13-month period). Additional statistics may be required at the discretion of the DEEP Administrator.

**4. Percentage of Maximum Unit Quantities**

This chart shall provide an ongoing percentage of maximum unit quantities reached to date (for maximum unit quantities reference Attachment A., Columns A1, B1, C1, D1 and E1).

**5. Hiring Agreement**

This narrative shall provide status updates on positions posted via the Hiring Agreement process.

**6. New Subcontractors**

This narrative shall provide names of subcontractors, newly hired during the monthly report period. Also, indicate when the subcontractor is a MBE.

**7. Miscellaneous**

As deemed appropriate by the Contractor or as requested by the DEEP Administrator, indicate other items not specified above. Any item in this category must be documented.

## **B. DEEP Annual Report**

The Disability Entitlement Eligibility Program Annual Report is due sixty (60) days after the end of each Contract year except at Contract expiration when the report is due within thirty (30) days at the end of the contract year. The Report format will be determined at the post-award orientation conference by FIA in collaboration with the Contractor. **Payment of the final invoice at Contract expiration is contingent upon receipt of the DEEP Annual Report.**

The Annual Report shall consist of, but is not limited to, the following items:

- 1. Preface**  
The overall purpose of the report.
- 2. Program Overview**  
All programs under the DEEP umbrella and interaction with other agencies.
- 3. The SSI/SSDI Application Process**  
The SSI/SSDI application process from the Referral process to the Federal District Court.
- 4. Contract Year Accomplishments**  
The accomplishments for the Contract Year.
- 5. Contract Year Initiatives**  
Improvements to the Program.
- 6. DEEP Organization Chart**  
The organizational structure of the Program.
- 7. Contact Information/Key Personnel**  
Telephone listings for the management teams.

## **C. Supplemental Reports**

The Contractor shall also prepare certain special reports, cost-benefit analyses, research projects (anticipate approximately 5 total per Contract year) and other Deliverables as requested, such as DEEP database queries. Occasionally, these Deliverables will be requested on short notice with immediate turnaround required due to Legislative or Congressional requirements, audits or other unforeseen events.

## **D. Publications**

The Contractor shall create and design for the approval by the Department a brochure and a poster that describe DEEP services, due within 60 days from the start of the contract. The

Contractor shall provide a draft of the brochure and poster on a CD.

#### **3.4.7 Quality Assurance Plan**

- A. The Contractor shall have a quality assurance plan to ensure program integrity. This plan shall include procedures for monitoring worker performance in all operational phases.
- B. The Contractor shall have a process to monitor the quality and accuracy of MRT disability recommendations. This process shall be submitted in writing and fully operational by the NTP date.
- C. The Contractor shall report in writing its quality assurance results, including corrective actions taken to resolve deficiencies, to the DEEP Administrator or designee on a quarterly basis, within 30 calendar days after the end of each quarter beginning from the NTP date.

#### **3.4.8 State Supplied Services**

State Supplied Services as described below will be provided, except where indicated, at no cost to the Contractor.

##### **A. Automated Systems**

- 1. As deemed necessary, the Department will provide the Contractor's staff with access to the State's **CIS** and other **automated** systems owned or implemented by the State to manage and operate the full range of SSI eligibility determination services (this does not include the DEEP database). In connection with these systems, the Department (through the OTHS Data Security Division) will provide the Contractor with data security guidelines (**see Attachment S**).
- 2. During the transition-in period (**see Section 3.5**), the Department will provide the Contractor's staff with instructions for the completion of Logon-ID forms required to access automated systems.
- 3. The Department (through OTHS and the FIA Office of Programs) will provide training sessions on the use of the above systems during the transition-in period. The Contractor will be notified in writing at least fifteen (15) days prior to the scheduled training date(s). The training sites and duration will be dependent on the level of access required by the trainee. The Contractor shall be responsible for any cost associated with attendance by Contractor's staff.

##### **B. Furniture and Equipment**

- 1. During the transition-in period, the Department shall make available to the Contractor at the State's expense, any State-owned furniture and other equipment used by the incumbent Contractor. An inventory of said furniture and equipment is included as

### **Attachment U-1.**

2. Title to the above said furniture and equipment vests with the State. The Contractor shall be responsible for the maintenance, repair, protection and preservation of the Department's property (normal wear and tear expected), so as to assure its full availability and usefulness for the performance of the Contract.
3. The Contractor may elect to use its own furniture and equipment in addition to or in place of State-owned furniture and equipment. This will be discussed at the Post-Award Conference (see **Sections 3.5 and 3.8**).
4. Title to all property furnished by the Department shall remain in the Department. Title to all property acquired by the Contractor at a cost of over Five Hundred Dollars (\$500.00) including purchase by lease-purchase agreement for the cost at which the Contractor will be reimbursed under the Contract shall immediately vest in the Department upon (1) issuance for use of such property in the performance of the Contract, or (2) reimbursement of the cost thereof by the Department, whichever occurs first.

### **C. Computer Equipment and Software**

1. During the transition-in period, the Department shall make available to the Contractor, at State expense, any State owned computer equipment and software used by the incumbent Contractor. An inventory of said computer equipment and software is included in the Furniture and Equipment inventory, (**Attachment U-2**).
2. Title to the above said computer equipment and software vests with the State. The Contractor shall be responsible for the maintenance, repair, protection and preservation of the Department's property (normal wear and tear expected), so as to assure its full availability and usefulness for the performance of the Contract.
3. The Contractor may elect to use its own computer equipment in addition to or in place of State-owned computer equipment. If the Contractor elects to use its own computer equipment, then the Contractor shall obtain written verification, approval and assurance that its own computer equipment and software are, or will be by the NTP date, compatible with State automated systems standards as shown in the Definitions of Terminology, Abbreviations and Acronyms, Client Information System (CIS). This will be discussed at the Post-Award Conference (**see Sections 3.5 and 3.8**).
4. With written Department approval the Contractor may purchase and install additional personal computers, peripherals and software as necessary to carry out the mandate of this Contract. Title to any such purchases acquired at a cost of over Five Hundred dollars (\$500.00) shall immediately vest with the State. Therefore, within **ten (10) calendar days** after the Contractor receives the purchase, the Contractor shall update its internal inventory list and provide to the DEEP Administrator or designee a copy of the updated list for the purpose of arranging for State inventory and affixing of Maryland ID tags to newly purchased items.

5. Prior to purchasing computer equipment and software, the Contractor shall obtain written verification, approval and assurance that computer equipment and software to be purchased are, or will be by the NTP date, compatible with CIS. This will be discussed at the post-award conference (**see Section 3.5**).
6. The ordering of modems, circuits, routers, switches and data lines required to connect the Contractor to DHR's network for access to the above-mentioned systems are the Contractor's responsibility, as are the cost of, payment for and maintenance of said items. Prior to purchasing any of the above, the Contractor shall obtain written verification, approval and assurance that said computer equipment is, or will be by the NTP date, compatible with CIS. This will be discussed at the post-award conference (**see Sections 3.5 and 3.8**).

#### **D. Intellectual Property**

1. During the transition-in period, the Department will make available to the Contractor, any State-owned Intellectual Property used by the incumbent Contractor. Intellectual Property includes, but is not limited to: software, database applications, computer programs, manuals, or any other intellectual property produced in the completion of the Deliverables of this Contract. An inventory of said Intellectual Property is included as **Attachment U-3**.
2. Title to the above Intellectual Property vests with the State. The Contractor shall be responsible for the protection and preservation of the Department's intellectual property, so as to assure its full availability and usefulness for the performance of the Contract. Title to all Intellectual Property furnished by the Department shall remain with the Department. This will be discussed at the post-award conference (**see Sections 3.5 and 3.8**).

#### **E. State Forms**

The State will provide the Contractor all State forms required for the Program at all times.

#### **F. Policies, Procedures and Training**

1. FIA shall maintain final decision-making authority on Program policy and procedural matters, interaction with the Local Departments of Social Services, and communications with external entities. FIA through the DEEP Administrator will convey decisions on these matters to the Contractor.
2. The FIA shall train the Contractor in FIA policies, procedures, operations and systems (except DEEP Database) required to maintain seamless and uninterrupted delivery of DEEP services to individuals.

3. The Contractor and appropriate Contractor's staff shall be required to attend the following meetings and training sessions during the life of this Contract:

- a. **Quarterly Training Sessions**

At these training sessions, FIA training staff explains DHR Action Transmittals, CARES bulletins and other FIA Standing Policy Committee-approved literature involving DEEP policy and procedures to local department supervisors and lead workers.

- b. **Disability Services Improvement Workgroup (Monthly)**

This work group consists of staff from FIA, DEEP, Social Security Administration, the Office of Administrative Hearings, and Disability Determination Services. The purpose of the work group is to examine procedures and implement processes that expedite the SSI/SSDI disability determination and appeals processes.

### **3.4.9 Contractor Inventories**

#### **A. Furniture and Equipment**

1. The Contractor shall, on an annual basis, inventory State-owned furniture and equipment to update the Contractor's inventory list. The Contractor shall submit the updated inventory to the DEEP Administrator or designee within 30 calendar days after the end of each annual period except at Contract expiration, as indicated in item 2 below. The inventory list should include the following categories:
  - Description of the property;
  - Manufacturer's serial number or other identification number;
  - Acquisition date and cost;
  - Source of the property;
  - Percentage of Federal funds used in acquisition of the property, and
  - Location, use and condition of the property.
2. Two months prior to the expiration of the Contract, the DEEP Administrator or designee and the Contractor shall conduct a full inventory of State-owned furniture and equipment to document the condition at that point. Please refer to **Section 3.6** for information regarding failure to deliver furniture and equipment inventories.
3. If at any time during the course of the Contract state-owned furniture or equipment becomes obsolete, broken or in need of repair, then the Contractor shall notify the DEEP Administrator or designee for assistance in removing and/or repairing said furniture or equipment. The Department will make the determination of whether said furniture or equipment is to be repaired or removed. The Department will not replace any furniture or equipment removed for destruction.

4. With written Department approval the Contractor may purchase and install additional furniture and equipment as necessary to carry out the mandate of this Contract. Title to any such purchases acquired at a cost of over Five Hundred dollars (\$500.00) shall immediately vest with the State. Therefore, within ten (10) calendar days after the Contractor receives the purchase, the Contractor shall update its inventory list and provide to the DEEP Administrator or designee a copy of the updated inventory. The Department will arrange with the Contractor for the affixing of Maryland ID tags to newly purchased items.

## **B. Computer Equipment and Software**

1. The Contractor shall, on an annual basis, inventory State-owned computer equipment and software to update the Contractor's inventory list. The Contractor shall submit the updated inventory to the DEEP Administrator or designee within 30 calendar days after the end of each annual period except at Contract expiration, as indicated in item 2 below. The inventory list should include the following categories:
  - Description of the property,
  - Manufacturer's serial number or other identification number,
  - Acquisition date and cost,
  - Source of the property,
  - Percentage of Federal funds used in acquisition of the property, and
  - Location, use and condition of the property.
2. Two months prior to the expiration of the Contract, the DEEP Administrator or designee and the Contractor shall conduct a full inventory of state-owned computer equipment and software to document the condition at that point. Please refer to **Section 3.6** for information regarding failure to deliver furniture and equipment inventories.
3. With written Department approval the Contractor may purchase and install additional personal computers, peripherals and software as necessary to carry out the mandate of this Contract. Title to any such purchases acquired at a cost of over Five Hundred dollars (\$500.00) shall immediately vest with the State. Therefore, within ten (10) calendar days after the Contractor receives the purchase, the Contractor shall update its inventory list and provide to the DEEP Administrator or designee a copy of the updated inventory. The Department will arrange with the Contractor for the affixing of Maryland ID tags to newly purchased items.

## **C. Intellectual Property**

1. With reference to **Section 2.18** the Contractor shall, within 10 days after the beginning of this Contract, initiate and maintain a written and electronic inventory of intellectual property developed as a result of any Contract awarded by this solicitation. Such inventory shall include, but is not limited to: software, database applications, computer programs, manuals, or any other intellectual property produced in the completion of the



Deliverables of this Contract. Said inventory shall be sufficiently documented to permit reproduction of inventory items, especially database applications or computer programs, by trained State personnel.

2. The Contractor shall, on an annual basis, produce a full and updated inventory of intellectual property and deliver said inventory to the DEEP Administrator or designee within 30 days after the end of each annual period beginning from the NTP date except as noted in item 3 below.
3. One month prior to the expiration of the Contract, the Contractor shall deliver a full and final **written and electronic** (floppy disk or CD media) inventory of intellectual property developed as a result of any Contract awarded by this solicitation. Please refer to **Section 3.6** for information regarding failure to deliver intellectual property inventories.

### **3.5 Transition Responsibilities**

#### **A. Transition-In**

FIA anticipates that the transition from the incumbent Contractor to the Contractor will last approximately two (2) months. The Contractor shall work with the incumbent Contractor, FIA management, supervisory and local area network staff, and other DHR staff knowledgeable about all functions covered in the RFP to successfully accomplish a seamless transition between the incumbent Contractor and the Contractor. This period of time provides an opportunity for the Contractor and the Contractor's staff to gain a full understanding of the technical processes, State forms and interfaces with FIA, OTHS, local department staff and SSA, and to receive system training (statewide automated systems and DEEP database) necessary to provide all of the services outlined in this RFP. Within thirty (30) days prior to completion of all transition-in functions as outlined below, the Contractor will receive from the DEEP Administrator a written Notice to Proceed (NTP).

The Contractor shall provide a Transition-In Project Plan to implement the following transition-in activities to be fully operational by the NTP date:

1. Enter into lease or purchase agreements for the Contractor's central facility (see Section 3.4.4) and complete installation of telephone and data lines necessary for access to the Internet, statewide-automated systems, DEEP database, and a toll-free voice response system.
2. Ensure that computer systems and computer equipment, software, furniture and equipment, intellectual property are in place and operational (this includes State-supplied and any Contractor-owned computer equipment and software, and furniture and equipment approved by the DEEP Administrator to initiate service delivery statewide - see Section 3.4.8).
3. Receive from the incumbent Contractor and organize files.

4. Obtain an adequate supply of State and Federal forms.
5. Ensure staff are hired, trained, and ready to begin operations statewide.
6. Ensure all security aspects related to a safe work environment for staff and customers are operational.
7. Ensure Log-on IDs were obtained and completed Security Advisory forms submitted for all employees (**see Section 3.4.2.E**).
8. Implement all standard operating procedures, quality assurance procedures, generally accepted accounting procedures, generally accepted audit standards and security over confidential information and computer systems including the DEEP database. Staff responsible for the supervision and management of these functions shall be trained and able to provide oversight.
9. Submit evidence of the required insurance mandated by the State (**see Section 2.36**).
10. Ensure all subcontracts are in place (includes MBE and non-MBE).
11. Submit progress reports on transition-in implementation to include but not be limited to: project schedule, the Contractor's transition personnel and their respective role(s), transition methodology, tasks to be performed and status (including those that are the responsibility of FIA and the incumbent Contractor), relevant concerns/issues with recommended solutions and status, milestones and key delivery/deliverable dates. The format and frequency for submission of transition-in progress reports will be discussed and determined by FIA at the Post-Award Orientation Conference (**see Section 3.8 below**).

## **B. Transition Out**

1. One (1) year prior to Contract expiration the Contractor shall work with the DEEP Administrator or designee to **develop** a complete and thorough Turnover Plan. The Plan will contain a description of the resources that the Contractor shall commit and the functions that the Contractor shall perform, along with time frames, in transferring the operation to the State or a successor Contractor at contract expiration.
2. Six (6) months prior to the expiration of the Contract the Turnover Plan is due to the DEEP Administrator. In the event that the State executes a modification(s) to the Contract, then the Contractor shall modify the Turnover Plan with any changes that apply and submit the updated Plan at the start of the modification period.
3. The Contractor shall provide transition services as stated in the Turnover Plan beginning 3 months prior to Contract expiration.
4. The Contractor shall include in its Turnover Plan to the State or successor Contractor the transfer of the following within 30 days prior to Contract expiration:

- a. All DEEP electronic and paper case files. These files shall be handled according to the Federal Health Insurance Portability and Accountability Act of 1996 (HIPAA) Privacy Rule and the 1974 Privacy Act,
  - b. State owned furniture and equipment,
  - c. State owned computer equipment and software, and
  - d. State owned intellectual property.
5. To enable the successful transfer of DEEP operations with no delays or decreases in services, all turnover activities as provided for in the Contractor's Turnover Plan shall be completed by the last working day of the three- month period prior to Contract expiration.

**6. Resources**

- a. The Contractor shall commit at a minimum the following staff and other resources to assist with the transition-out activities 3 months prior to Contract expiration:
  - 1) Management, supervisory, and technical (LAN) staff, who are knowledgeable about all functions covered in the Contract.
  - 2) Access to operating systems (State automated systems and DEEP database) for training during working hours of 8:30 a.m. until 5:00 p.m.
  - 3) Space, desks, reasonable office support (copiers, etc.) provided for transition staff of the successor Contractor or the Department. The location for the transition team will be determined by the State.
- b. The Contractor shall continue the routine maintenance and ordering of supplies during the turnover to avoid critical shortages up until Contract expiration.

**7. Cooperation**

The Contractor, FIA management, supervisory and local area network staff, and other DHR staff knowledgeable about all functions covered in the Contract, shall be available to assist with the turnover of services during the transition-out period.

**3.6 Deliverables**

All deliverables shall be submitted on the appointed time and date to the following:

Phyllis Weisel, DEEP Administrator

The Maryland Department of Human Resources  
Family Investment Administration  
311 W. Saratoga Street, Room 733  
Baltimore, Maryland 21201  
Phone: (410) 767- 8281  
Fax Number: (410) 333-6699  
E-Mail: [pweisel@dhr.state.md.us](mailto:pweisel@dhr.state.md.us).

- A. **Monthly Progress Reports (Section 3.4.6)** - due by the 15<sup>th</sup> calendar day of the month following the month being reported.
- B. **DEEP Annual Report (Section 3.4.6)** - due (60) sixty days after the end of each Contract year except at Contract expiration when the report is due within thirty (30) days at the end of the contract year.

**Note: Payment of the final invoice at Contract expiration is contingent upon receipt of the Annual Report.**

- C. **Supplemental Reports (Section 3.4.6)** - due as requested. Includes cost-benefit analyses, research projects and DEEP database queries.
- D. **Prime Contractor Unpaid MBE Invoice Report (Section 2.31)** - due on the 15<sup>th</sup> calendar day of every month.
- E. **MBE Subcontractor Payment Report (Section 2.31)** - due on the 15<sup>th</sup> calendar day of every month.
- F. **Subcontracting; Assignment (Sections 3.4.2)** - Subcontract agreements initiated after the start date of the Contract are due within one (1) week after execution by the Contractor.
- G. **Monthly Invoices (Section 2.20)** - due by the 15<sup>th</sup> calendar day of the month following the month in which services are rendered except at contract expiration, when the invoice will be due by the 10<sup>th</sup> calendar day following the month of contract expiration.
- H. **Documentation of Key Personnel Replacement (Section 3.4.2)** - due within 24 hours after the Contractor's knowledge of the intended departure; within ten (10) business days following the Contractor's receipt of the employee's resignation/ awareness of departure, or within five (5) days of selecting replacement.
- I. **Documentation of Key Personnel Diversion (Section 3.4.2)** - due at least thirty (30) calendar days in advance of diversion.
- J. **Annual Financial Audit (Section 3.4.5)** - due thirty (30) calendar days after the end of each Contract year.

**Note: Payment of the final invoice at Contract expiration is contingent upon receipt of**

**the Annual Financial Audit.**

K. **Response to External Audit Findings (Section 3.4.5)** - written response due fifteen (15) days after notification of audit findings.

L. **Quality Assurance Plan (Section 3.4.7)** - due thirty (30) days after end of each quarter.

**Note: Payment of the final invoice at Contract expiration is contingent upon receipt of the final Quality Assurance Plan.**

M. **Plans for Corrective Action (Section 3.4.5)** - due fifteen (15) days after notification that corrective action is required.

N. **Update of Furniture, Equipment, Computer Equipment and Software Inventories (Section 3.4.9)** - due ten (10) calendar days after receipt of any purchase.

O. **Annual Furniture, Equipment, Computer Equipment and Software Inventories (Section 3.4.9)** - due thirty (30) calendar days after the end of each annual period **except at Contract expiration**, when the Inventory is due two (2) months prior to the Contract expiration date.

P. **Annual Intellectual Property Inventory (Section 3.4.9)** - due within thirty (30) days after the end of each annual Contract period and one (1) month prior to the expiration of the Contract.

Q. **Turnover Plan (Section 3.5)** – due six (6) months prior to the expiration of the Contract and, in the event of a modification, the turnover plan is due at the start of the modification period.

R. **Completed Logon-ID Request forms (Section 3.4.2)** - initial forms due thirty (30) days before start of contract for access to systems. Request forms for deletions are due by the business day following the date access is no longer required. Request forms for updates are due by the business day following the date a change in access is required.

S. **Transfer of State owned Furniture and Equipment, Computer Equipment and Software, and Intellectual Property (Section 3.5)** - successful transfer to the State or successor Contractor within thirty (30) days prior to Contract expiration.

**The Contractor's failure to produce Deliverables indicated in Section 3.6 within identified time frames may result in termination of any Contract awarded through this RFP, or reduction or withholding of Contract payment as identified in Section 2.20 of this RFP. Final invoice payment at Contract expiration or termination is contingent upon receipt of all Deliverables identified above.**

### **3.7 Contractor's Project Manager**

The Contractor shall designate an individual to serve as the Contractor's Project Manager. The Contractor's Project Manager shall be available to discuss the day-to-day operations of the project as well as attend any meetings pertaining to the same. Meeting dates, times and location(s) will be provided in advance.

### **3.8 Post-Award Orientation Conference**

Within two weeks after BPW approval, the State's Project Manager, the Contractor and/or Contractor's Project Manager, and any other FIA, DHR or Contractor staff (includes sub-Contractor staff) deemed appropriate shall attend a Post-Award Orientation Conference. The date, time and location of the Post-Award Orientation Conference will be indicated to the successful Offeror upon approval of the award by the BPW. The purpose of the Post-Award Orientation Conference is for the Contractor to meet with the incumbent Contractor and members of the Administration's project team to:

- A. Discuss the Contractor's Transition-In Project Plan and the NTP date, the content of and timeframes for submitting progress reports on transition-in implementation, and set exact meeting dates for the duration of the transition-in period up to the NTP date;
- B. Discuss the time frame for the Contractor to receive DEEP electronic and paper case files from the incumbent Contractor, and organize files to begin operation of the Program on the **NTP** date (see **Section 3.4.3** regarding confidentiality and security of medical information), and
- C. Discuss the following:
  - (1) Monthly Invoice format and processing;
  - (2) Delivery of service;
  - (3) Contractor's standard operating procedures;
  - (4) Contractor's quality assurance plan;
  - (5) State-Supplied Services and Facilities;
  - (6) Monthly Progress Report format;
  - (7) DEEP Annual Report format;
  - (8) Contract deliverables;
  - (9) MBE requirements, and
  - (10) Other Contract terms and conditions.

## SECTION IV. REQUIREMENTS FOR PROPOSAL PREPARATION

### 4.1 Transmittal Letter

A transmittal letter prepared on the Offeror's business stationery shall accompany the proposal. The purpose of this letter is to transmit the proposal; therefore, it should be brief. The letter shall contain the title of the solicitation, include the Offeror's name, federal tax identification or social security number, *eMaryland Marketplace* identification number and address, and shall be signed by an individual who is authorized to bind the firm to all statements, including services and prices, contained in the proposal. The letter shall also acknowledge any addenda to the RFP that were received. **An Offeror shall be deemed to have accepted all the terms, conditions, and requirements set forth in this RFP unless otherwise clearly noted as an attachment to the transmittal letter. A proposal that takes exception to these terms may be rejected.**

### 4.2 Two Volume Submission

The selection procedure for this procurement requires that the technical evaluation and ranking of the proposals be completed before the price proposals are distributed to the Evaluation Committee. Consequently, each proposal shall be submitted as two separate enclosures as indicated in Sections 4.3 (Volume I – Technical Proposal) and 4.4 (Volume II – Financial Proposal).

### 4.3 Volume 1 - Technical

The technical volume shall be prepared in a clear and precise manner. It shall address all appropriate points of this RFP **except price information** and all pages shall be consecutively numbered. This section shall contain a definitive description of the Offeror's proposed Work Plan to achieve the Objectives and Requirements of the RFP (Sections 3.3 and 3.4), and **shall be prepared in the same sequence as the Specifications (Section III) of this RFP**. Any special equipment requirements or approaches shall also be explained in this section.

#### A. Understanding the Problem

This section shall contain the Offeror's analysis of the environment in which the proposed work or solution will be implemented. This section must describe in detail the Offeror's:

1. Comprehension of DEEP's scope of work and objectives;
2. Knowledge of the federal and State laws and regulations under which the Offeror will operate and manage DEEP, including a clear understanding of:
  - a. SSA and Disability Determination Services regulations and procedures, and
  - b. The Privacy and Security rules of the Health Insurance Portability and

Accountability Act of 1996 (HIPAA) and the 1974 Privacy Act;

3. Knowledge of the project's component services (TDAP, PAA and TCA,);
4. Understanding the local social services programs and clientele;
5. General knowledge of the working of Family Investment, Community Services and Social Services programs, including TDAP, PAA and TCA;
6. Comprehension of medical terminology and conditions, and
7. The ability to adapt to changes in federal and State laws and regulations to ensure the seamless operation of DEEP with minimal downtime.

**B. Offeror Requirements (Section 3.4.1) and Qualifications**

A description of the Offeror's qualifications and credentials shall clearly show:

1. Proven experience through the successful completion of projects assisting individuals in acquiring SSI/SSDI benefits or projects similar to an advocacy program (include statements that specify the scope, extent of responsibility, size and management of staff and length of time on each project);
2. Related education and/or training;
3. Demonstration of the Offeror's knowledge of SSA and disability determination service regulations and procedures (especially those dealing with disability claims and the appellate process and public service needs of the Maryland constituency, and
4. Demonstration of the Offeror's knowledge and understanding of Maryland's dynamic mix of constituents, their diverse needs for public services and the collaborative role of the Local Departments in the delivery of advocacy services to indigent disabled constituents.

**C. Contractor Requirements**

**1. Organizational Structure and Staffing (Section 3.4.2 A)**

- a. Describe in detail the structure of the organization to be used for this project and the relationship of the Contract organization to the Offeror's company's organization structure. The description should identify the labor categories within the Offeror's planned structure, and the anticipated number of employees in each position. If possible, differentiate between any transitional organization structure and the final organization structure to include:



- i. How the program will be staffed with qualified persons;
  - ii. How supervision, management, administrative expertise and system support to staff will be provided to ensure continuity of Program services, and
  - iii. How the Offeror proposes complying with the DHR Hiring Agreement when recruiting/filling vacant positions.
- b. Describe in detail the organization structure of any Sub-Contractors who are responsible for delivering any DEEP services the reporting relationship to the Offeror, and procedures the Offeror will use to ensure that services are delivered in accordance with the requirements of the Contract.
- c. Provide an organization chart that delineates clear lines of authority for all staff including Sub-Contractors.

**2. Key Personnel (Section 3.4.2 B)**

Include job descriptions and individual resumes for the personnel who are to be assigned to the project if the Offeror is awarded the Contract. Indicate the role or assignment that each individual is to have in this Contract.

**3. Staff Diversion and Vacancies (Section 3.4.2 C)**

Key Personnel identified in the Offeror's Proposal are considered to be essential to the work being performed under this RFP. Provide the Offeror's plan for addressing staff diversions and vacancies.

**4. Subcontracting Assignment (Section 3.4.2 D)**

The Offeror shall describe how it proposes utilizing subcontractors to include a payment schedule, and how it will comply with **Section 3.4.2.D** of the RFP to obtain prior written approval of the Department before subcontracting any portion of or assigning any rights or obligations under this Contract. This includes subcontracting to Minority Business Enterprises (MBEs) and non-MBEs. Describe in detail how the Offeror plans to ensure that all MBE subcontractors submit the Sub-Contractor Payment Report (Attachment L) to the DEEP Administrator and DHR MBE Liaison by the 15<sup>th</sup> of each month.

**5. Systems Access (Section 3.4.2 E)**

Describe in detail how the Offeror proposes to obtain and maintain systems access.

**6. DEEP Database Maintenance and Programming (Section 3.4.2 F)**

Describe in detail the Offeror's plan to house and maintain the DEEP Database (to include making computer program modifications) and train DHR employees; achieve the requirements of 20CFR Part 401, 45 CFR 160 and 164, The Privacy Act of 1974

amended (USC 552a), and Public Law 401-191, the Health Insurance Portability and Accountability Act of 1996 (HIPPA) ensuring the database is accurate; implement changes to the Database, and develop and test an Information Technology (IT) Contingency Plan.

**7. Federal Forms (Section 3.4.2 G)**

Describe in detail how the Offeror proposes ordering and distributing federal forms to its staff.

**8. Compliance with Laws (Section 3.4.2 H)**

Describe in detail how the Offeror proposes operating DEEP within the provisions of the Contract and all applicable federal laws and regulations, State laws and regulations and DHR/FIA policy, including any new laws, regulations (both federal and State) and DHR/FIA policies.

**9. DEEP Core Services (Section 3.4.3)**

Describe in detail how the Offeror proposes to deliver the continuum of DEEP core services. The plan should focus on specific outcomes as individuals move through each service component. Include the role that Sub-Contractors may have in the performance of these services. Core Service components include:

- a. Referrals;
- b. Appellate Services;
- c. Medical Review Team;
- d. Telephone Services;
- e. Confidentiality and Security of Information;
- f. Internal Policies and Procedure, and
- g. Training.

**10. Contractor's Facility and Hours of Operation (Section 3.4.4)**

- a. Describe in detail how the Offeror will meet all facility requirements (including the provision of telephone and data lines), the extent to which the headquarters facility plans, furniture, equipment, information technology and telecommunication plans will contribute to the quality and efficiency of service and to the attainment of Contract goals. Include the **proposed** address and floor plans of the headquarters facility.
- b. Describe in detail and demonstrate how the Offeror will structure its operations to abide by the requirement for DEEP services to be available according to **Section 3.4.4.B** of this RFP. Such demonstration may include, but is not limited to: facility access logs and employee timekeeping records.

**11. Audits (Section 3.4.5)**

Describe in detail the Offeror's proposed procedure for the following to include how timeframes for submission will be achieved and auditors will be accommodated:

- a. Annual Financial Audits and
- b. External Audits.

**12. Reports (Section 3.4.6)**

Describe in detail the Offeror's proposed procedure for the completion and timely submission of the following reports, to include the availability of staff to meet monthly to review, receive direction and remedy any perceived issues:

- a. Monthly Progress Reports;
- b. DEEP Annual Report, and
- c. Supplemental Reports.

**13. Quality Assurance Plan (Section 3.4.7)**

Provide the proposed Quality Assurance Plan to audit and monitor worker and system performance, identify and resolve problems and inconsistencies, insure Program integrity, and report results and corrective actions to resolve deficiencies quarterly. This includes monitoring the quality and accuracy of the Medical Review Team disability recommendations.

**14. State Supplied Services (Section 3.4.8)**

- a. Describe in detail how the Offeror proposes complying with, incorporating and utilizing, as appropriate, the following State Supplied Services and Facilities –
  - 1) Automated Systems Access;
  - 2) Furniture and Equipment;
  - 3) Computer Equipment and Software;
  - 4) Intellectual Property;
  - 5) State Forms;
  - 6) State Services to Outreach Staff, and
  - 7) Policies, Procedures and Training.
- b. This section shall also contain a description of proposed Offeror-owned and/or additional furniture and/or equipment (**see Section 3.4.8 B. 3 and C. 3**) to include PC workstations and printers that will access the Department's automated system, and any technology enhancements that the Offeror proposes to make available to facilitate the quality and efficiency of services. Include a description of how the Offeror proposes to arrange for State inventory and the affixing of Maryland ID tags

on newly purchased items.

- c. The description shall also include how the Offeror plans to comply with the requirements under **Section 3.4.8.C**.

**15. Contractor Inventories (Section 3.4.9)**

Describe in detail the Offeror's proposed plan to inventory the following (include notification of furniture and equipment that is obsolete, broken or in need of repair):

- a. Furniture and Equipment;
- b. Computer Equipment and Software, and
- c. Intellectual Property

**16. Transition Responsibilities (Section 3.5)**

- a. In reference to Section 3.5 A, provide a Transition-In Project Plan that clearly outlines and describes in detail the Offeror's approach, resources and proposed schedule to implement a seamless and successful transition between the incumbent Contractor's team and its team.
- b. In reference to Section 3.5 B, describe in detail how the Offeror proposes to comply with Transition-Out requirements.

**D. References**

The Offeror shall supply (3) business or professional letters of reference to support the proposal. Reference letters can be sent directly to the Procurement Officer from the reference source, or submitted by the reference source directly to the Offeror in a separately sealed envelope for inclusion with the Offeror's proposal. Reference letters should include the solicitation number, Offeror's name and speak to the Offeror's qualifications, character, service provided, performance, etc. The references shall be current from within the last 3 years.

The State shall have the right to contact any reference of its choosing as part of the evaluation process, including references not provided by the Offeror but otherwise known by the Department. The State will notify the Offeror of any references contacted who were not identified by the Offeror.

As part of its offer, each Offeror is to provide a list of all Contracts with any entity of the State of Maryland that it is currently performing or which have been completed within the last 5 years. For each identified Contract the Offeror is to provide:

- The State Contracting entity;
- A brief description of the services/goods provided;
- The dollar value of the Contract;

- The term of the Contract;
- The State employee contact person (name, title, telephone number and if possible e-mail address), and
- Whether the Contract was terminated before the end of the term specified in the original Contract, including whether any available renewal option was not exercised.

Information obtained regarding the Offeror's level of performance on State Contracts will be considered as part of the experience and past performance evaluation criteria of the RFP.

## **E. Financial Responsibility and Stability**

This section shall contain information to show that the Offeror has the capacity in all respects to perform fully the Contract requirements and the fiscal integrity and reliability to assure good faith performance. Information that can be used to demonstrate requisite responsibility and stability include:

1. Audited financial statements (for Offeror only) for the past three years;
2. Dun and Bradstreet report and rating;
3. Line of Credit from a Financial Institution approved by the State Treasurer, and
4. Evidence of adequate working capital.

In addition, the Offeror shall describe any docketed or adjudicated civil or criminal litigation that could have a financial impact on the company.

All financial information that is not otherwise publicly available, received in response to this section will be maintained as confidential information releasable only to those evaluating the technical Proposal. Other than the Procurement Officer, persons who will be given access to this information for evaluation purposes will have signed a Confidentiality Statement.

## **F. Economic Benefit to the State of Maryland**

Each Proposal submitted in response to this Solicitation shall describe the benefits that will accrue to the Maryland economy as a direct result of the Offeror's performance of the Contract resulting from this solicitation. **DO NOT INCLUDE ANY DETAIL OF THE FINANCIAL PROPOSAL WITH THIS TECHNICAL INFORMATION. DO NOT INCLUDE ACTUAL DOLLAR AMOUNTS, USE PERCENTAGES ONLY.** Economic benefits include:

1. The estimated percentage of Contract dollars to be recycled into Maryland's economy in support of the Contract, through the use of Maryland subcontractors, suppliers, and joint venture partners. Offerors should be as specific as possible and provide a percentage breakdown of expenditures in this category.
2. The estimated numbers and types of jobs for Maryland residents resulting from the Contract. Indicate job classifications, number of employees in each classification, and the aggregate payroll percentage to which the Contractor has committed at both prime and, if applicable, subcontract levels.

3. Tax revenues to be generated for Maryland and its political subdivisions as a result of this Contract. Indicate tax category (sales tax, payroll taxes, inventory taxes and estimated personal income taxes for new employees). Provide a forecast of the total tax revenues resulting from the Contract.
4. The estimated percentage of subcontract dollars committed to Maryland small business and MBEs.
5. The Offeror shall explain any other economic benefits to the State of Maryland that would result from the Offeror's Proposal.

#### **G. Additional Information**

Include any additional information the Offeror deems relevant to this procurement as well as any information that meets the satisfaction of the State's objectives.

#### **H. Company Literature**

If company literature or other material is intended to respond to any RFP requirements, it must be included in this section and the Offeror's responses in previous sections of the Proposal must include reference to the documents by name and page citation. Proposals submitted without these references and citations will be considered complete without need to refer to documents in this section for the Offeror's responses to RFP requirements.

#### **I. Forms**

1. Bid/Proposal Affidavit – **Attachment B**
2. MBE Forms:
  - Minority Business Enterprise Report – **Attachment F**
  - Certified MBE Utilization and Fair Solicitation Affidavit – **Attachment G**
  - MBE Participation Schedule – **Attachment H**
3. Certification Regarding Lobbying - **Attachment O**
4. Living Wage: Affidavit of Agreement – **Attachment Q**

#### **4.4 Volume II - Financial**

This volume shall contain all price information for all services and products proposed. This volume must contain the following sections:

Pricing Proposal – **Attachment A**, (Pages 1 through 3)

### **Living Wage**

The Contractor shall be compliant with the requirements of Section 2.35 of the RFP and use the labor rates established at the time of submission of the Proposal **(see Attachment Q)**.

## **SECTION V. EVALUATION PROCEDURES**

### **5.1 Evaluation Committee**

An Evaluation Committee established by the requesting State organization will evaluate all Offerors' proposals received by the closing deadline. The Committee may request additional technical assistance from any source.

Proposals will not be opened publicly, but will be opened in the presence of at least two State employees. Proposals shall be held in a secure place until the established due date. After the established due date, a Register of Proposals shall be prepared that identifies each Offeror. The Register of Proposals shall be open to public inspection after award of the contract. Proposals shall be shown only to members of the Evaluation Committee or State employees having a legitimate interest in them.

### **5.2 Reciprocal Preferences**

The provisions of State Finance and Procurement Law Section 14-401 and COMAR 21.05.01.04 shall apply to this solicitation.

Although Maryland law does not authorize procuring agencies to favor resident bidders in awarding procurement contracts, many other states do grant their resident businesses preferences over Maryland contractors as described in COMAR 21.05.01.04. A resident business preference will be given if a responsible Offeror whose principal office or principal base of operations is in another State submits the most advantageous offer, and the State in which the non-resident's principal operations through which it would provide the goods or services, gives a preference to its residents through law, policy, or practice, and the preference does not conflict with a Federal law or grant affecting the procurement contract. Therefore, a preference will be given to the lowest possible responsible bid from a Maryland firm over that of a nonresident firm if the State in which the nonresident firm is located gives a resident business preference. Where such a resident business preference is provided, the preference shall be the same as that provided by the State in which the nonresident business is located.

A nonresident bidder submitting a proposal for a State project shall attach to the proposal a copy of any current statute, resolution, policy, procedure or executive order of the bidder's resident State that pertains to that State's treatment of nonresident bidders.

### **5.3 Qualifying Proposals**

Qualifying proposals are those proposals received from responsible Offerors that are initially classified by the Procurement Officer as reasonably susceptible of being selected for award. Vendors whose technical proposals are not accepted will be notified in writing and the financial proposal will be returned unopened.



## 5.4 Technical Evaluation

The State reserves the right, in its sole discretion, to award a contract based upon the written proposals received without prior discussions or negotiations. The Evaluation Committee will rank the proposals according to the criteria established in Section 5.5. No price data should be provided in the technical proposal. During this technical evaluation phase, the Procurement Officer shall reserve the right to enter into discussions with vendors. If discussions are held, all Offerors who are initially classified as reasonably susceptible of being selected for award, or potentially so, will be given an equal opportunity for discussion.

Those proposals determined at any time to be not reasonably susceptible of being selected for award or Offerors determined to be not responsible will be removed from further consideration in the awarding of the contract.

### RESPONSIBILITY

#### A. General

1. The procurement regulations in Title 21 of the Code of Maryland Regulations (COMAR) define a “responsible” Offeror as one “...who has the capability in all respects to perform fully the contract requirements, and the integrity and reliability which shall assure good faith performance.”
2. COMAR, Title 21, also requires that the Procurement Officer determine before awarding a contract to an Offeror whether the Offeror is responsible. The determination of responsibility is based on the subjective judgment of the Procurement Officer about whether the Offeror meets the definition of a “responsible” Offeror.
3. In addition, the unreasonable failure of an Offeror to supply information promptly in connection with the determination of responsibility shall be grounds for a determination that the Offeror is not responsible.

### Discussions

The State may award a contract from this solicitation without discussion with any offering vendor. The Department reserves the right to discuss and negotiate with qualified or potentially qualified Offerors, i.e., Offerors which appear to be responsible at the time discussions and negotiations are conducted and whose proposals are initially judged to be reasonably susceptible of being selected for award. Discussions or negotiations will be conducted with all Offerors which have not previously been eliminated. The Department, however, is not obligated to conduct any discussions or negotiations. Each Offeror should be aware that the Department can select a proposal without first discussing the matter with the selected Offeror.

## 5.5 Criteria for Technical Evaluation

The criteria that will be used by the Committee for the technical evaluation of the proposals for this specific procurement are listed below in descending order of importance. Technical Proposals will be ranked according to the following major criteria:

### Evaluation Criteria

- A. **Offeror Requirements and Qualifications– Section 4.3 B**
- B. **Contractor Requirements - Section 4.3 C**
- C. **Understanding the Problem – Section 4.3 A**
- D. **References – Section 4.3 D**
- E. **Financial Responsibility and Stability – Section 4.3 E**
- F. **Economic Benefit to the State – Section 4.3 F**

## 5.6 Financial Evaluation

The separate price volume of each qualifying Proposal will be distributed to the Evaluation Committee for all Proposals deemed reasonably susceptible of being selected for award following the completion of the technical evaluation. The Committee will determine the **Grand Total Price** of each Proposal in order to establish a financial ranking of the Proposals from lowest to highest **Grand Total Price (Attachment A)**.

## 5.7 Best and Final Offers

When it is deemed in the best interest of the State, the Procurement Officer may permit qualified Offerors to revise their initial Financial Proposal by submitting a Best and Final Offer. The Procurement Officer shall notify each qualified Offeror of the scope of the requested Best and Final Offer, and shall establish a date and time for their submission. The Procurement Officer may require more than one series of Best and Final Offers and discussions if the agency head or designee makes a determination that it is in the State's best interest to do so. If more than one Best and Final Offer is requested, an Offeror's immediate previous offer shall be construed as its best and final offer unless the Offeror submits a timely notice of withdrawal or another Best and Final Offer. The Procurement Officer may consult with and seek the recommendation of the Evaluation Committee during the best and final offer process.

The State reserves the right to award the Contract without issuing a BAFO if it is determined to be in the best interest of the State.

## **5.8 Debriefing of Unsuccessful Offerors**

Unsuccessful Offerors shall be debriefed upon their written request, provided the request is made within a reasonable period of time after receiving notice of not being recommended for award from the procurement officer. Requests for debriefings shall be honored by the Department at the earliest feasible time after the request is received. Debriefings shall be held in accordance with COMAR 21.05.03.06.

## **5.9 Final Evaluation and Recommendation for Award**

Upon completion of all discussions and negotiations, reference checks, and site visits, if any, the Procurement Officer will recommend award of the Contract to the responsible Offeror whose proposal is determined to be the most advantages to the State considering technical evaluation factors and price factors as set forth in this RFP. In making the most advantages Offeror determination, technical factors will be given greater weight than price factors.

Contract award, if any, resulting from the RFP is subject to appropriate State approvals. Awards exceeding \$200,000 require approval of the State Board of Public Works.

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## SECTION VI. APPENDICES

Attachment A	Pricing Proposal (to be prepared by the Procurement Officer, completed by Offeror and returned with Proposal)
Attachment B	Bid Proposal Affidavit (complete and submit with offer)
Attachment C	Contract Affidavit (to be completed by successful Offeror only, upon notification of selection)
Attachment D	Services Contract (sample only)
Attachment E	Electronic Funds Transfer (form COT/GAD X-10) (mandatory for all Contracts expected to exceed \$200,000 - includes base + options years – <u>if a new registrant</u> submit to the Comptroller's Office upon notification of selection for award)
Attachment F	Minority Business Enterprise Report (complete and submit with Technical Proposal)
Attachment G	Certified MBE and Fair Solicitation Affidavit (must be submitted with offer)
Attachment H	MBE Participation Schedule (must be submitted with offer)
Attachment I	Outreach Efforts Compliance (must be submitted within 10 working days after notification of apparent award)
Attachment J	Subcontractor Project Participation Statement (must be submitted with Outreach Efforts Compliance)
Attachment K	Prime Contractor Unpaid MBE Invoice Report
Attachment L	Subcontractor Payment Report
Attachment M	MBE Waiver Request Form (must be submitted within 10 working days after notification of apparent award if applicable)
Attachment N	MBE Unavailability Certificate
Attachment O	Certification Regarding Lobbying (mandatory for procurements where Federal funds are used).
Attachment P	Minority Managed Non-profit Affirmation Form
Attachment Q	Living Wage: Affidavit of Agreement
Attachment R	Hiring Agreement (submitted within 10 working days after notification of apparent award if applicable)
Attachment S	DHR Information Systems Security Handbook
Attachment T	Security Advisory Form
Attachment U-1	Furniture and Equipment Inventory
Attachment U-2	Computer Equipment Inventory
Attachment U-3	Intellectual Property Inventory
Attachment V	State of Maryland Holidays (2008 to 2011)